

# AMENDED



## TOWN COMMISSION MEETING AGENDA

July 25, 2023 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 25, 2023**

**A. A. MINUTES**

- 1. JUNE 13, 2023 TOWN COMMISSION MEETING**
- 2. JULY 11, 2023 TOWN COMMISSION MEETING**
- 3. JUNE 24, 2023 BUDGET WORKSHOP**

**APPROVAL OF AGENDA**

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

**NEW BUSINESS**

- 1. RESOLUTION 23-17, PROPOSED MILLAGE RATE FY 2023-2024**

- 2. DISCUSSION & ACTION, ALMBURG ROAD TRANSFER AGREEMENT**
- 3. RESOLUTION 23-15, ALMBURG ROAD TRANSFER**
- 4. DISCUSSION & ACTION, STEWARD ROAD TRANSFER AGREEMENT**
- 5. RESOLUTION 23-16, STEWARD ROAD TRANSFER**
- 6. RFQ 23-01, CONTINUOUS CONTRACT FOR ENGINEERING SERVICES**
- 7. DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT MODIFICATION #2**
- 8. DISCUSSION & ACTION, RFP 23-02 FIRE DEPARTMENT BAY DOOR REPLACEMENT**
- 9. DISCUSSION, LAKE MARIE UPDATE**
- 10. DISCUSSION, WASTEWATER TREATMENT PLANT UPDATE**

#### **REPORTS FROM OFFICERS**

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

#### **ADJOURNMENT**

***PUBLIC NOTICE:*** Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

*If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of July 25, 2023 contains the following:
- A. MINUTES
1. June 13, 2023 Town Commission meeting
  2. July 11, 2023 Town Commission meeting
  3. June 24, 2023 Budget Workshop
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:**
1. June 13, 2023 town commission meeting
  2. July 11, 2023 town commission meeting
  3. June 24, 2023 budget workshop



## TOWN COMMISSION MEETING MINUTES

June 13, 2023 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER AT 6:30PM by Mayor Pennant**

**PLEDGE OF ALLEGIANCE led by Mayor Pennant**

**INVOCATION given by Commissioner Richardson**

**RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant**

**ROLL CALL taken by Town Clerk Douthat**

PRESENT

Steve Glenn

Willie Quarles

Mary Richardson

Sam Pennant

ABSENT

Bert Goddard

Assistant Town Attorney Claytor asked if the Commission wanted to introduce a motion to excuse Commissioner Goddard and Mayor Pennant stated that there was no need as it was a preplanned vacation.

### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

**Annette Wilson, 408 MLK Street**, asked who is responsible for mowing the alley behind her house. Ms. Wilson also brought up a trash pile that is on MLK Street.

Assistant Town Attorney Claytor stated that the Town will need to determine if the alley is dedicated and/or public right-of-way in order to determine the appropriate maintenance responsibilities.

Seeing no further public come forth, the floor was closed.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JUNE 13, 2023.**

**APPROVAL OF AGENDA**

Town Manager Davis reported the following change to the regular meeting agenda for June 13, 2023.

1. Items 4 and 5, the resolutions were added.

***MOTION TO APPROVE the regular meeting agenda for the meeting of June 13, 2023, made by Glenn, Seconded by Richardson. Passed Unanimously. Voting Yea: Glenn, Quarles, Richardson, Pennant***

**PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

**1. PROCLAMATION, JUNETEENTH**

***MOTION TO SUPPORT Juneteenth made by Quarles, Seconded by Glenn. Voting Yea: Glenn, Quarles, Richardson, Pennant***

Mayor Pennant read the proclamation into the record and presented the proclamation to CCOD and Doris Bailey.

**2. PROCLAMATION, FLAG DAY**

***MOTION TO ACKNOWLEDGE June 14, 2023 as Flag Day made by Glenn, Seconded by Richardson. Voting Yea: Glenn, Quarles, Richardson, Pennant***

Mayor Pennant read the proclamation into the record and presented the proclamation to Archie Sapp.

Mayor Pennant acknowledged State Representative Sam Killebrew who reminded the Commission that the Town needs to get in appropriation requests to make sure the Town gets needed funds.

**NEW BUSINESS**

**3. ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION**

Assistant Town Attorney Claytor read the ordinance into the record.

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE the first reading of Ordinance 23-05 made by Quarles, Seconded by Glenn. Passed unanimously. Voting Yea: Glenn, Quarles, Richardson, Pennant***

#### 4. **RESOLUTION 23-09, EMERGENCY PURCHASE LIFT STATION PUMP**

Assistant Town Attorney Claytor read the resolution into the record.

Town Manager Davis gave a brief analysis on the necessity of the purchase.

Utilities/Special Projects Director Mercer gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Commissioner Quarles asked if there is required, routine maintenance for the pump.

Utilities/Special Projects Director Mercer explained the routine maintenance.

Vice Mayor Glenn asked if there will be a back up for this pump if it should fail again and suggested adding a back up pump to the budget.

***MOTION TO APPROVE** Resolution 23-09 made by Glenn, Seconded by Quarles. Passed unanimously. Voting Yea: Glenn, Quarles, Richardson, Pennant*

#### 5. **RESOLUTION 23-10, EMERGENCY PURCHASE FOR REPAIRS TO THE WASTEWATER TREATMENT PLANT TRAIN 1**

Assistant Town Attorney Claytor read the resolution into the record.

Utilities/Special Projects Coordinator Mercer gave the analysis.

Mayor Pennant opened the floor for comments from the public.

**Robert Edwards, 1130 Allegro Place**, asked what plans there are to increase the capacity of the plants as the population of Dundee increases.

**Bernard Hammonds, 611 MLK Street**, expressed concerns about the lack of sewer availability on MLK Street.

**Annette Wilson, 408 MLK**, confirmed that residents had a choice to tie into the sewer system when it was installed.

**Mervin Raggs, 312 Lincoln Ave**, also confirmed that residents had a choice.

Seeing no further public come forth, the floor was closed.

***MOTION TO APPROVE** Resolution 23-10 made by Quarles, Seconded by Glenn. Passed unanimously. Voting Yea: Glenn, Quarles, Richardson, Pennant*

#### 6. **DISCUSSION & ACTION, FDOT AGREEMENT**

Town Manager Davis gave the analysis.

Assistant Town Attorney Claytor gave more detail on the changes that have been made to the agreement.

**MOTION TO TABLE** the agreement made by Quarles, Seconded by Glenn. Passed unanimously.  
Voting Yea: Glenn, Quarles, Richardson, Pennant

## 7. DISCUSSION AND ACTION, RFP 23-02, FIRE DEPARTMENT BAY DOORS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

**MOTION TO APPROVE** staff to move ahead with RFP 23-02 made by Quarles, Seconded by Richardson. Voting Yea: Glenn, Quarles, Richardson, Pennant.

## 8. DISCUSSION & ACTION, TEMPORARY ROAD CLOSURES TREE LIGHTING AND HOLIDAY PARADE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

**MOTION TO APPROVE** temporary road closures made by Richardson, Seconded by Quarles.  
Voting Yea: Glenn, Quarles, Richardson, Pennant

## REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals, updated the fire inspection numbers and gave an update on the bunk house renovations.

Assistant Town Attorney Claytor gave an update on the Dundee Plaza turn in progress.

Town Manager Davis reminded the Commission about the Juneteenth event over the weekend and wished all of the father's a Happy Father's Day.

Town Manager Davis reminded the Commission about the Dundee Story Walk grand opening on June 23<sup>rd</sup>.

Town Manager Davis reminded the Commission of the budget workshop dates.

Town Manager Davis asked the Commission to respond to the Florida League of Cities email so she can finalize registration and requested Commissioner Richardson send her any correspondence she receives from Polk Vision.

Commissioner Quarles gave an update on the Sun Rail progress.

Vice Mayor Glenn asked for updates on the lighting at Lake Marie, the construction on US 27 and if there are any dates being set for the Town's centennial.

ADJOURNMENT at 8:08PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

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

DRAFT





## TOWN COMMISSION MEETING MINUTES

July 11, 2023 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

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**CALL TO ORDER AT 6:30PM by Vice Mayor Glenn**

**PLEDGE OF ALLEGIANCE led by Vice Mayor Glenn**

**INVOCATION given by Commissioner Richardson**

**RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Vice Mayor Glenn**

**ROLL CALL taken by Town Clerk Douthat**

**PRESENT**

Steve Glenn  
Bert Goddard  
Mary Richardson

**ABSENT**

Willie Quarles  
Sam Pennant

***MOTION TO EXCUSE Commissioner Quarles made by Goddard, seconded by Richardson. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

***MOTION TO EXCUSE Mayor Pennant made by Goddard, seconded by Richardson. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 11, 2023**

**A. MINUTES**

- 1. MAY 23, 2023 COMMISSION MEETING**
- 2. JANUARY 18, 2023 TREE BOARD MEETING**
- 3. FEBRUARY 15, 2023 TREE BOARD MEETING**

***MOTION TO APPROVE the consent agenda for the meeting of July 11, 2023, made by Goddard, Seconded by Richardson. Passed Unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

**APPROVAL OF AGENDA**

Town Manager Davis reported the following changes:

Resolution 23-12 and Resolution 23-13 were added to Item 2 and Item 3 respectively in the agenda packet.

***MOTION TO APPROVE the regular meeting agenda with changes for the meeting of July 11, 2023, made by Goddard, Seconded by Richardson. Passed Unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

**NEW BUSINESS**

**1. ORDINANCE 23-05, HILLS OF DUNDEE VOLUNTARY ANNEXATION**

Assistant Town Attorney Claytor read the ordinance title of Ordinance 23-05 into the record.

Town Planner Peterson gave the analysis.

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Ordinance 23-05 made by Goddard, Seconded by Richardson. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

**2. RESOLUTION NO. 23-12, STORMWATER MANAGEMENT FEES**

Assistant Town Attorney Claytor read the resolution title for Resolution 23-12 into the record.

Town Manager Davis gave the analysis.

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Resolution 23-12 made by Goddard, Seconded by Glenn. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

### **3. RESOLUTION NO. 23-13, FIRE ASSESSMENT FEE**

Assistant Town Attorney Claytor read the resolution title for Resolution 23-13 into the record.

Town Manager Davis gave the analysis.

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Resolution 23-13 made by Goddard, Seconded by Glenn. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

### **4. DISCUSSION & ACTION, RFP 22-06 MOBILE EVENT STAGE AWARD**

Town Manager Davis gave the analysis.

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE the award of RFP 22-06 to Century Industries subject to legal review and necessary revisions made by Goddard, Seconded by Richardson.***

*Voting Yea: Glenn, Goddard, Richardson*

### **5. DISCUSSION & ACTION, DUNDEE AMENDMENT 4 URBAN 2023-2024**

Town Manager Davis gave the analysis.

Vice Mayor Glenn opened the floor for comments from the public; seeing no public come forth, the floor was closed.

***MOTION TO APPROVE Amendment 4 to Cooperation Agreement made by Goddard, Seconded by Richardson. Passed unanimously.***

*Voting Yea: Glenn, Goddard, Richardson*

## **REPORTS FROM OFFICERS**

Dundee Fire Department – Fire Chief Carbone updated the run totals

Town Attorney – Assistant Town Attorney Claytor gave an update on the Dundee Plaza access road.

Town Manager Davis reported on the success of the Town's July Fourth event.

Town Manager Davis informed the Commission about the Town's School Supply Drive and Back to School events.

Town Manager Davis informed the Commission of her upcoming vacation days.

ADJOURNMENT at 7:12PM

Respectfully Submitted,  
Trevor Douthat  
Trevor Douthat, Town Clerk

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

DRAFT



## **TOWN COMMISSION BUDGET WORKSHOP MINUTES**

**June 24, 2023 at 9:00 AM**

**COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838**

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER by Mayor Pennant at 9:11 AM**

**PLEDGE OF ALLEGIANCE led by Mayor Pennant**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant**

**ROLL CALL given by Town Clerk Douthat**

**PRESENT**

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

*(Each speaker shall be limited to three (3) minutes)*

**NEW BUSINESS**

### **1. DISCUSSION: FY 2023-2024 BUDGET**

#### **A. STORMWATER**

Town Manager Davis provided the Town Commission with a brief summary and turned the floor over to Public Works Director, John Vice.

The storm water budget increased to \$339,498.00. This includes needed improvements along Edmunds Avenue and Betty Avenue. There is also an increase in operating supplies to reflect more accurate numbers. The increase also included contracting street sweeping services.

**Annette Wilson, 408 MLK** asked if the work on Betty Ave will affect the drainage on MLK.

## **B. PARKS/RECREATION**

The Parks and Recreation budget increased to \$343,814.00. That includes moving last year's proposed wet/dry park to the current year due to a lack of expected impact fees and other applicable funding sources.

**Drexcel Robison, 612 MLK Street** asked why the Town renovates the parks the way they do. Instead of one or two parks each year he suggest spending money on all parks every year.

This also includes the Veteran's Memorial Park paid for by the CDBG grant and lighting at Nancy Ball Park.

**Drexcel Robison, 612 MLK Street** asked if there is a 10-year vision plan for the Town.

The landscaping will be updated throughout Town facilities such as the Historic Depot and the Main Street Center. The Parkland impact fees will be spent on Merrill Park and Edmunds Park to include a dog park and new equipment and structures. This also includes a new mower and an F150/Ranger for the Parks Department.

## **C. PUBLIC FACILITIES**

The Public Facilities budget will increase to \$178535.00. The increase will include a full-time employee for Public Facilities, a new air conditioning unit for the Community Center and Town Hall, and a floor stripper/buffer. Painting the exterior of the Community Center is also included.

Vice Mayor Glen requested to hold exterior painting until next budget year and add remodeling the restrooms at the Community Center to the budget.

Public Works Director Vice will gather quotes for remodeling the restrooms at the Community Center and adjust the budget appropriately.

***MOTION TO RECESS*** for lunch at 11:16AM made by *Goddard*, seconded by *Quarles*.  
*Passed unanimously.*

*Voting Yea; Goddard, Quarles, Richardson, Glenn, Pennant*

***Reconvened at 11:46 AM***

## **D. SANITATION**

The Sanitation budget will increase to \$988,118.00. The increase will include the purchase of three (3) garbage trucks as the Town transitions from leasing to owning its current fleet. The purchase of the trucks will go out to bid. The current contract with Republic Services for commercial pick up will also be going out to bid.

Town Manager Davis told the Commission that Raftelis Consultants suggested creating a sanitation impact fee to help offset sanitation expenses.

Assistant Town Attorney Claytor stated that the Town may explore funding options which includes, but is not to be limited to, the possibility of creating a sanitation impact fee or sanitation .

Vice Mayor Glenn asked if the fee would be added to the utility bill or the tax bill.

Town Manager Davis confirmed that it would not be on the utility bill.

Town Manager Davis requested a new grapple truck for the sanitation department.

Mayor Pennant requested to hold that purchase for 12 months.

## **E. STREETS**

The Streets Division budget will increase to \$918,177.00. The increase includes the purchase of small equipment items including a new ice machine, new chainsaws, and new weed eaters. It also includes sidewalk improvement projects along Lincoln Avenue, 9<sup>th</sup> Street and 4<sup>th</sup> Street, street resurfacing projects on 5<sup>th</sup> Street and Highland Avenue, installing speed humps on 4<sup>th</sup> Street and Frederick Avenue and street sign replacement around the Town.

This also includes the purchase of a new truck for the department to replace the current truck 407. The Commission requested staff get quotes for Rangers, F150s and F150 Crew cab trucks before an approval is given.

## **F. DEPOT**

The Historic Depot budget will increase to \$39,485.00 to include replacement of the barn door hardware, decorative light pole globes, and restoration of the gazebo.

## **G. LEGAL**

The Legal Services budget will increase to \$180,000.00 due mostly to the increase in development and development review.

ADJOURNMENT at 2:18PM

Respectfully Submitted,

*Trevor Douthat*

Trevor Douthat, Town Clerk

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

DRAFT





# TOWN COMMISSION MEETING

Item 1.

July 25, 2023 at 6:30 PM

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- AGENDA ITEM TITLE:** RESOLUTION 23-17, PROPOSED MILLAGE RATE FY 2023-2024
- SUBJECT:** The Town Commission will consider approval of Resolution 23-17, setting the proposed millage rate, rolled-back rate, and public hearing dates for the proposed FY 2023-2024 Budget
- STAFF ANALYSIS:** Florida Statutes require the Town to compute a proposed millage rate necessary to fund the proposed budget. The Town must advise the Property Appraiser of its proposed millage rate, rolled-back rate and the date, time, and place for a public hearing. The Property Appraiser utilizes this information in preparing the notices of proposed property taxes which are mailed to property owners.
- The Town’s existing millage rate is **7.9000**. The rolled-back rate for FY 2023-2024 is **7.2995**.
- The proposed FY 2023-2024 budget millage rate is **9.6426**, which sets the “ceiling” or maximum millage rate and funds the budget with ad valorem taxes. This will provide the Commission the opportunity, if needed, to raise the millage rate from the FY 2023 – 2024 millage rate to provide additional monies for any increases deemed necessary by the Commission. If approved by the Town Commission, the millage rate could be lowered, but not increased above the **9.6426** without the expense of re-advertising to all property owners.
- Resolution No. 23-17 also sets the date, time, and place of the first public hearing to consider the proposed millage rate and tentative budget for Fiscal Year 2023 – 2024, which is **September 12, 2023, at 6:30pm at Town Commission Chambers, 202 East Main Street, Dundee, FL 33838.**
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-17  
2023 DR-420  
2023 DR-420 MM Maximum Levy

**RESOLUTION NO: 23-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA RELATING TO THE 2023-2024 FISCAL YEAR MILLAGE LEVY; PROVIDING FOR A PROPOSED MILLAGE RATE PURSUANT TO §§200.065(2)(a) AND 200.065(2)(b), FLORIDA STATUTES; SETTING THE DATE, TIME, AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024; AUTHORIZING THE TRANSMITTAL OF CERTAIN REQUIRED INFORMATION TO THE POLK COUNTY PROPERTY APPRAISER; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Polk County Property Appraiser has certified to the Town of Dundee the taxable value within the Town’s jurisdiction pursuant to §200.065(1), Florida Statutes; and

**WHEREAS**, the Town of Dundee is required by §200.065(2)(b), Florida Statutes to advise the Polk County Property Appraiser of its proposed millage rate, its “rolled-back rate” (computed pursuant to §200.065(1), Florida Statutes), and of the date, time, and place of a public hearing to be held on the proposed millage rate and the tentative budget of the Town;

**NOW THEREFORE, BE IT RESOLVED BY THE PEOPLE OF THE TOWN OF DUNDEE:**

**SECTION 1.** The “proposed millage rate” necessary to fund the Town of Dundee’s tentative budget, other than the portion of the budget to be funded from sources other than ad valorem taxes (using no less than 95% of the taxable value of the Town as certified by the property appraiser) is **9.6426** mills.

**SECTION 2.** The “rolled-back rate” computed pursuant to §200.065(1), Florida Statutes is **7.2995** mills.

**SECTION 3.** The “date, time and place” of the public hearing to be held on the proposed millage rate and the tentative budget of the Town of Dundee for Fiscal Year 2023-2024 is: **September 12, 2023 at 6:30 P.M. at Town Hall, 202 East Main Street, Dundee, Florida, 33838.**

**SECTION 4.** Town Staff shall, in its usual manner or as required by law, transmit the information

identified in §200.065(2)(b), Florida Statutes to the Polk County Property Appraiser for use in preparing the “notice of proposed property taxes” pursuant to §200.069, Florida Statutes.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption and passage.

**READ, PASSED UPON AND FINALLY ADOPTED** at the meeting of the Town Commission of the Town of Dundee duly assembled on the 25 day of July 2023.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
Sam E. Pennant, Mayor

ATTEST:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Town Attorney



# MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts


Reset Form

Print Form

Item 1.

P  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: <b>2023</b>	County: POLK		
Principal Authority : TOWN OF DUNDEE	Taxing Authority: TOWN OF DUNDEE		
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(1)
<b>IF YES,</b> <b>STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b>			
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	7.2995	per \$1,000	(2)
3. Prior year maximum millage rate with a majority vote from <b>2022</b> Form DR-420MM, Line 13	10.4359	per \$1,000	(3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	7.9000	per \$1,000	(4)
<b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b>			
<b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>			
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	316,082,079	(5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$	3,298,601	(6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	0	(7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$	3,298,601	(8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	342,086,711	(9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	9.6426	per \$1,000	(10)
<b>Calculate maximum millage levy</b>			
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	9.6426	per \$1,000	(11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	<b>1.0284</b>		(12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	9.9164	per \$1,000	(13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	10.9080	per \$1,000	(14)
15. Current year proposed millage rate	7.9000	per \$1,000	(15)
16. <b>Minimum vote required to levy proposed millage:</b> (Check one)			
<input checked="" type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <b>Enter Line 13 on Line 17.</b>			
<input type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <b>Enter Line 15 on Line 17.</b>			
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>			
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. <b>Enter Line 15 on Line 17.</b>			
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	9.9164	per \$1,000	(17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$	350,962,230	(18)

Taxing Authority : TOWN OF DUNDEE		DR-420MM-P Item 1.	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 2,772,602	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 3,480,282	(20)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		 <b>STOP HERE. SIGN AND SUBMIT.</b>	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 2,772,602	(22)
<b>Total Maximum Taxes</b>			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 3,480,282	(24)
<b>Total Maximum Versus Total Taxes Levied</b>			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : Tandra Davis Town Manager	Contact Name and Contact Title : Tandra Davis, Town Manager	
	Mailing Address : PO BOX 1000	Physical Address : PO Box 1000	
	City, State, Zip : Dundee, FL 33838	Phone Number : 8634388330	Fax Number : 8634388333

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**

**MAXIMUM MILLAGE LEVY CALCULATION  
PRELIMINARY DISCLOSURE  
INSTRUCTIONS**

**General Instructions**

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

**Line Instructions**

**Lines 5-10**

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

**Line 12**

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

**Lines 13 and 14**

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

**Line 16**

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

**Line 17**

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



# CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

Item 1.

Rule 12D-16.002  
 Florida Administrative Code  
 Effective 11/12

Year : 2023	County : POLK
Principal Authority : TOWN OF DUNDEE	Taxing Authority : TOWN OF DUNDEE

## SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	315,056,803	(1)
2.	Current year taxable value of personal property for operating purposes	\$	35,905,427	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	350,962,230	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	8,875,519	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	342,086,711	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	316,082,079	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
<b>SIGN HERE</b>	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	6/29/2023 10:12 AM	

## SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	7.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	2,497,048	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	2,497,048	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	342,086,711	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	7.2995	per \$1000	(16)
17.	Current year proposed operating millage rate	7.9000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	2,772,602	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>		<b>STOP HERE - SIGN AND SUBMIT</b>
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	2,497,048	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.2995 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	2,561,849	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	2,772,602	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		7.9000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		8.23 %	(27)

<b>First public budget hearing</b>	Date :	Time :	Place :
------------------------------------	--------	--------	---------

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Tandra Davis Town Manager		Tandra Davis, Town Manager		
	Mailing Address :		Physical Address :		
PO BOX 1000		PO Box 1000			
City, State, Zip :		Phone Number :		Fax Number :	
Dundee, FL 33838		8634388330		8634388333	



# CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

## Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

### Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

### Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue  
Property Tax Oversight - TRIM Section  
P. O. Box 3000  
Tallahassee, Florida 32315-3000

## Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

### Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

### Line 24

Include only those levies derived from millage rates.



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, ALMBURG ROAD TRANSFER
- SUBJECT:** Town Commission will consider the transfer of Almburg Road to the Town of Dundee from Polk County.
- STAFF ANALYSIS:** Polk County is agreeing to transfer Almburg Road by county deed to the Town of Dundee.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Agreement for transfer of public roads from Polk County to the Town of Dundee.

# EXHIBIT A

## AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

**THE TOWN OF DUNDEE, FLORIDA**

and

**POLK COUNTY, FLORIDA**

**FOR ALMBURG ROAD FROM SCENIC HIGHWAY A/K/A STATE ROAD 17 NORTH,  
EAST TO LAKE MABEL LOOP ROAD, DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

### WITNESSETH

**WHEREAS**, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

**WHEREAS**, Almburg Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

**WHEREAS**, TOWN has requested, and POLK has agreed to the transfer of Almburg Road from Scenic Highway North, a/k/a State Road 17 North, east to Lake Mabel Loop Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

**WHEREAS**, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

**WHEREAS**, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

**SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

**SECTION 2: Description of public roads subject to agreement**

THE ROAD as depicted on the map attached hereto and made a part hereof as

Attachment “A”, and more particularly described as:

**All of Almburg Road from Scenic Highway North, a/k/a State Road 17, to Lake Mabel Loop Road.**

**Including, but not limited to those parts of the rights-of-ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document: All of that maintained right-of-way as depicted on Map Book 3, Pages 40 through 43 of the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 35 and 36, Township 28 South, Range 27 East, Polk County Florida.**

**SECTION 3: Transfer and acceptance of roads**

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

**SECTION 4: Liability for torts**

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign

immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**SECTION 5: Costs of transfer of public roads**

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

**SECTION 6: Amendments**

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

**SECTION 7: Severability**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**SECTION 8: Term**

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2023, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**TOWN OF DUNDEE**

By: \_\_\_\_\_  
Trevor Douthat, Town Clerk

By: \_\_\_\_\_  
Sam Pennant, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney

ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
George Lindsey III, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
County Attorney's Office

This instrument prepared under  
The direction of:  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P. O. Box 9005, Drawer RE 01  
Bartow, Florida 33831-9005  
By: Chris Peterson  
Road Transfer: Almburg Road

**COUNTY DEED**

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

**All of Almburg Road from Scenic Highway North, a/k/a State Road 17, to Lake Mabel Loop Road.**

**Including, but not limited to those parts of the rights-of-ways for Almburg Road that lie within the above-described corridor, as depicted, or described in the following document:**

**All of that maintained right-of-way as depicted on Map Book 3, Pages 40 through 43 of the Public Records of Polk County, Florida that lies along the above-described corridor.**

**All lying and being in Sections 35 and 36, Township 28 South, Range 27 East, Polk County Florida.**

**The purpose of this County Deed is to convey the Grantor’s interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.**

**IN WITNESS WHEREOF**, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

**ATTEST:**

**GRANTOR:**

**Stacy M. Butterfield  
Clerk to the Board**

**Polk County, Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George Lindsey III, Chairman  
Board of County Commissioners

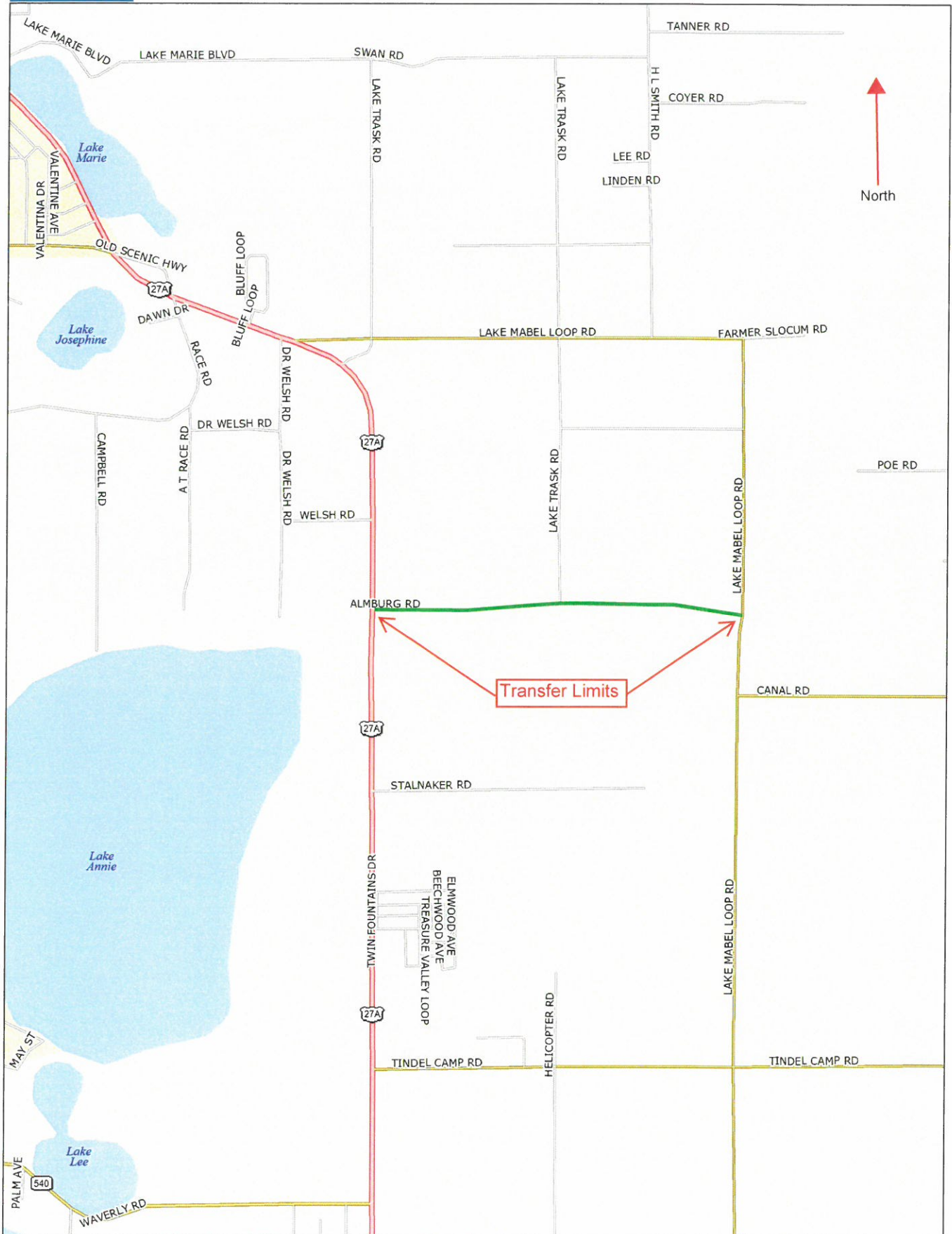
(Seal)

# ATTACHMENT "A"

Item 2.

Section 35, Township 28 South, Range 27 East

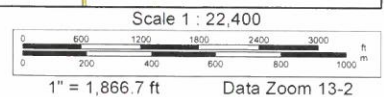
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# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** RESOLUTION 23-15, ALMBURG ROAD TRANSFER
- SUBJECT:** Town Commission will consider approval of Resolution 23-15.
- STAFF ANALYSIS:** After approval of the transfer agreement, the accompanying resolution will need to be approved.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-15

RESOLUTION NO. 23-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON \_\_\_\_\_, 2023, IN THE OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on July 25, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, on July 25, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, on \_\_\_\_\_, 2023, Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein and located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, the Transfer Deed was recorded on \_\_\_\_\_, 2023, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Polk County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed delivered and recorded on \_\_\_\_\_

\_\_\_\_, 2023, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

- 2. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.
- 3. This Resolution shall take effect immediately upon passage.

**READ, PASSED and ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 25th day of July, 2023.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Sam Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, STEWARD ROAD TRANSFER
- SUBJECT:** Town Commission will consider the transfer of Steward Road to the Town of Dundee from Polk County.
- STAFF ANALYSIS:** Polk County is agreeing to transfer Steward Road by county deed to the Town of Dundee.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Agreement for transfer of public roads from Polk County to the Town of Dundee.

# EXHIBIT A

## AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

**THE TOWN OF DUNDEE, FLORIDA**

and

**POLK COUNTY, FLORIDA**

**ALL OF STEWARD ROAD FROM LAKE MABEL LOOP ROAD SOUTH TO ALMBURG ROAD IN DUNDEE, FLORIDA.**

This is an Agreement by and between the Town of Dundee, a municipal corporation of the State of Florida (TOWN), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

### WITNESSETH

**WHEREAS**, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

**WHEREAS**, Campbell Road is a Local Residential Road and is within the County Road System that lies within and adjacent to the corporate limits of the TOWN; and

**WHEREAS**, TOWN has requested, and POLK has agreed to the transfer of all of Steward Road from Lake Mabel Loop Road south to Almburg Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to TOWN; and

**WHEREAS**, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

**WHEREAS**, a transfer of the ROAD is in the best interests of TOWN and of POLK; and

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

**SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

**SECTION 2: Description of public roads subject to agreement**

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

**All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.**

**SECTION 3: Transfer and acceptance of roads**

POLK agrees to transfer, by County Deed, the ROAD as described above, and TOWN agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the TOWN. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the TOWN via Resolution adopted by the Governing Body of the TOWN both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the Town of Dundee Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with TOWN.

**SECTION 4: Liability for torts**

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to TOWN, liability for torts shall be in the TOWN, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign

immunity defense and /or defenses available under applicable Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the Town's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**SECTION 5: Costs of transfer of public roads**

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by TOWN.

**SECTION 6: Amendments**

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

**SECTION 7: Severability**

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

**SECTION 8: Term**

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2023, and by Town of Dundee, through its Town Commissioners, signing by and through its Mayor, authorized to execute the same by TOWN Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**TOWN OF DUNDEE**

By: \_\_\_\_\_  
Trevor Douthat, Town Clerk

By: \_\_\_\_\_  
Sam Pennant, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney

ATTEST:  
Stacy M. Butterfield, Clerk

**POLK COUNTY**  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
George Lindsey III, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023

Reviewed as to form and legality

\_\_\_\_\_  
County Attorney's Office



This instrument prepared under  
The direction of:  
R. Wade Allen, Administrator  
Polk County Real Estate Services  
P. O. Box 9005, Drawer RE 01  
Bartow, Florida 33831-9005  
By: Teresa Haas  
Road Transfer: Steward Road

**COUNTY DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **TOWN OF DUNDEE**, a Florida Municipal Corporation, whose address is, 202 East Main Street, Dundee, Florida 33838, Grantee

**WITNESSETH:** That the Grantor, for and in consideration of the sum of \$1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

**All of Steward Road from Lake Mabel Loop Road south to Almburg Road, including any rights-of-ways for Steward Road that lies within the above-described corridor, all lying and being in the North 3/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida.**

**The purpose of this County Deed is to convey the Grantor’s interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for the public road.**

**IN WITNESS WHEREOF**, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

**ATTEST:**

**GRANTOR:**

**Stacy M. Butterfield  
Clerk to the Board**

**Polk County, Florida**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**George Lindsey III, Chairman  
Board of County Commissioners**

**(Seal)**

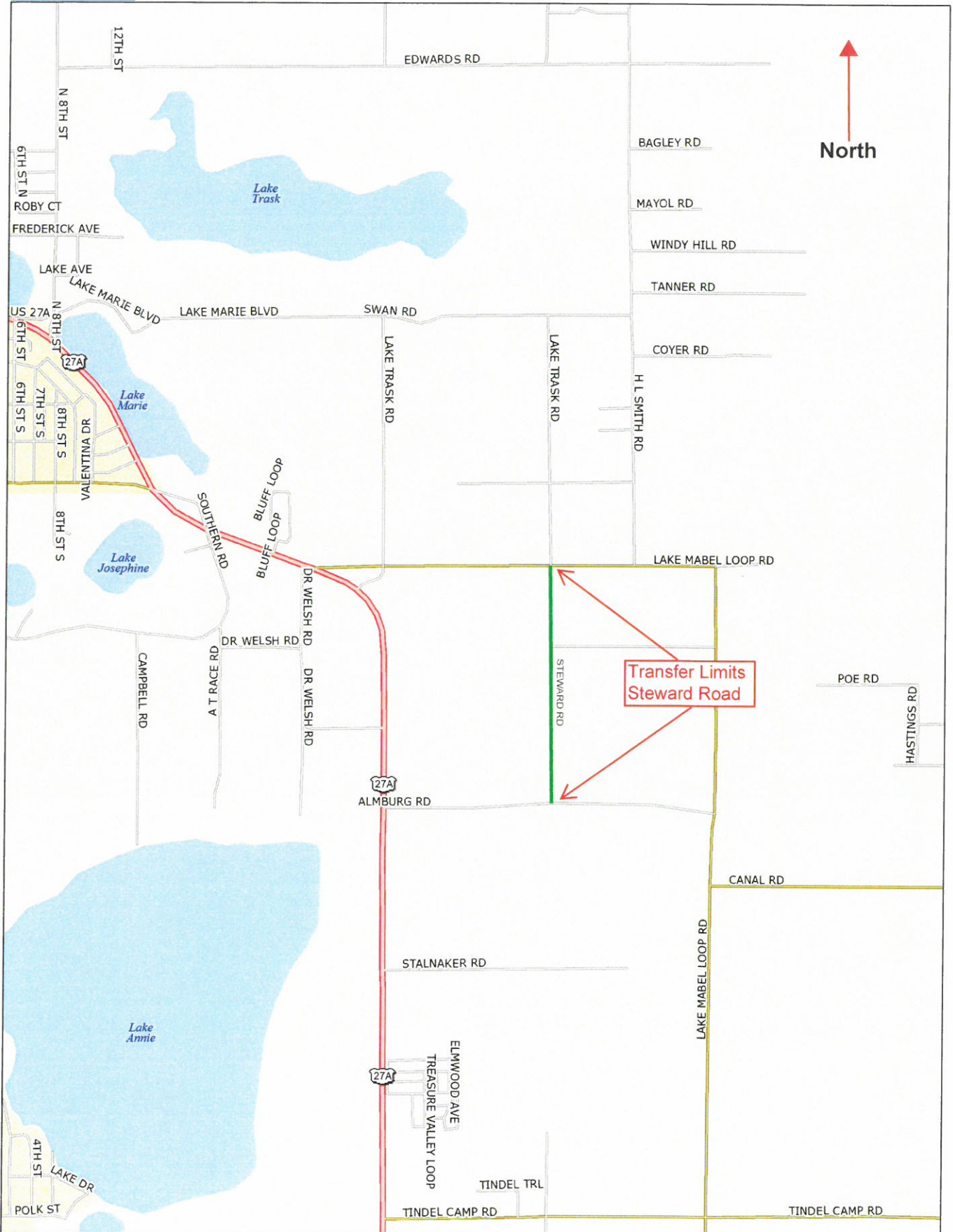
# ATTACHMENT "A"

Item 4.



Section 35, Township 28 South, Range 27 East

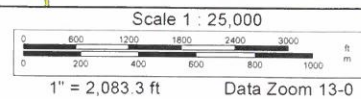
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# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** RESOLUTION 23-16, STEWARD ROAD TRANSFER
- SUBJECT:** Town Commission will consider approval of Resolution 23-16.
- STAFF ANALYSIS:** After approval of the transfer agreement, the accompanying resolution will need to be approved.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-16

RESOLUTION NO. 23-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEED EXECUTED AND DELIVERED BY POLK COUNTY, FLORIDA TO THE TOWN OF DUNDEE AND RECORDED ON \_\_\_\_\_, 2023, IN THE OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on July 25, 2023, Polk County, a political subdivision of the State of Florida, delivered the *Agreement For The Transfer of Public Roads Between The Town of Dundee, Florida and Polk County, Florida and County Deed* (collectively referred to as the "Agreement") for the conveyance of real property more particularly described therein and attached hereto as **Composite Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, on July 25, 2023, the Town Commission of the Town of Dundee, at a duly noticed public meeting, approved the Agreement which provided for the transfer and conveyance of public rights-of-way located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, on \_\_\_\_\_, 2023, Polk County Board of County Commissioners, at a duly noticed public meeting, approved the Agreement which included, but was not limited to, the County Deed (the "Deed") which provided for the transfer and conveyance of public rights-of-way more particularly described therein and located within and/or adjacent to the corporate limits of the Town of Dundee, Florida; and

**WHEREAS**, the Transfer Deed was recorded on \_\_\_\_\_, 2023, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Polk County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

- 1. The Town Commission of the Town of Dundee, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real property described in the County Deed delivered and recorded on \_\_\_\_\_

\_\_\_\_, 2023, in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Polk County, Florida, a copy of which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

- 2. Upon receipt of an executed County Deed, the Town Clerk is authorized and directed to record this Resolution and County Deed in the public records of Polk County, Florida.
- 3. This Resolution shall take effect immediately upon passage.

**READ, PASSED and ADOPTED** at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 25th day of July, 2023.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Sam Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Trevor Douthat, Town Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney



# TOWN COMMISSION MEETING

## July 25, 2023 at 6:30 PM

---

**AGENDA ITEM TITLE:** RFQ 23-01, CONTINUOUS CONTRACT FOR ENGINEERING SERVICES

**SUBJECT:** RFQ # 23-01

**STAFF ANALYSIS:** The Town of Dundee is requesting qualification of services for engineering services. We have attached the RFQ #23-01 for your consideration to submit for qualified companies to work directly with the Town on future improvements.

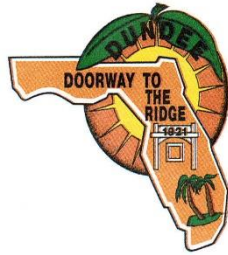
**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** RFQ 23-01

THE TOWN OF DUNDEE, FLORIDA

*Town of Dundee*



REQUEST FOR QUALIFICATIONS  
RFQ 23-01

**Continuing Professional Consulting  
Services Contracts**

Responses are due by  
Monday, \_\_\_\_\_, 2023 at 4:00 pm

**MAIL OR DELIVER RESPONSES TO:**

Town of Dundee  
Attn: RFP 23-01  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

**Contact:**

Trevor Douthat, Town Clerk  
Town of Dundee  
[TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com)  
(863) 438-8330

## **TABLE OF CONTENTS**

### **I LEGAL ADVERTISEMENT**

### **II REQUEST FOR QUALIFICATIONS**

#### **1.0 INTRODUCTION**

- 1.1 RFQ Process
- 1.2 Interested Parties
- 1.3 Selection
- 1.4 RFQ Schedule
- 1.5 Term of Agreement

#### **2.0 SCOPE OF SERVICES**

- 2.1 Overview
- 2.2 Types of Services
- 2.3 General Scope of Services for Large Firms
- 2.4 General Scope of Services for Small Firms
- 2.5 Minimum Required Services
- 2.6 Detailed Scope of Services

#### **3.0 REQUIREMENTS FOR SUBMISSION**

- 3.1 Economy of Preparation
- 3.2 Format of Response
- 3.3 Additional Information
- 3.4 Communication and Inquires

#### **4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS**

- 4.1 Sealed Proposals
- 4.2 Submittal Copies
- 4.3 Response Submittal Deadline and Delivery Address
- 4.4 Incurred Expenses
- 4.5 Interviews

#### **5.0 EVALUATION PROCESS**

- 5.1 Evaluation Committee
- 5.2 Rating System
- 5.3 Evaluation Committee Meeting(s)
- 5.4 Submittal Ranking
- 5.5 Presentations
- 5.6 Rejection of Proposals
- 5.7 Modifications to Proposals
- 5.8 Requests for Additional Information

#### **6.0 EVALUATION CRITERIA**

- 6.1 RFQ Evaluation Criteria



## **7.0 CONDITIONS OF PROPOSALS**

- 7.1 Late Proposals
- 7.2 Completeness
- 7.3 Proposer's Certification Form
- 7.4 Drug-Free Workplace Form
- 7.5 Proposer's Warranty
- 7.6 Public Opening
- 7.7 Property of the Town
- 7.8 Award Presentation

## **8.0 GENERAL TERMS & CONDITIONS**

- 8.1 General Conditions
- 8.2 Definitions
- 8.3 Interpretations or Addenda
- 8.4 Protest Procedures
- 8.5 Responses
  
- 8.6 Offer Extended to Other Governmental Entities
- 8.7 Mistakes, Inaccuracies; Incomplete Information
- 8.8 Statement of Bidder's Qualifications
- 8.9 Local Preference Ordinance
- 8.10 Equal Employment Opportunity
  
- 8.11 Notice (Convicted Vendor List)
- 8.12 Unauthorized Alien(s)
- 8.13 Accident Prevention
- 8.14 Assignment or Novation
- 8.15 Patent Infringement
  
- 8.16 Progress of Work
- 8.17 Consultant / Contractor Provided Insurance 8.18  
Indemnification by Consultant / Contractor
- 8.19 Liens
- 8.20 Construction and Consulting Evaluation

## **9.0 STANDARD FORMS**

- 9.1 Attachment A: Submittal Cover Page
- 9.2 Attachment B: Addendum Page
- 9.3 Attachment C: Lobbying Certification Form
- 9.4 Attachment D: Non-Collusion Affidavit of Prime Bidder
- 9.5 Attachment E: Affidavit Certification-Immigration Laws
- 9.6 Attachment F: Certification of Drug Free Workplace

## **SAMPLE AGREEMENT (Addendum to RFQ)**

LEGAL ADVERTISEMENT  
**REQUEST FOR QUALIFICATIONS**  
**RFQ-23-01**

Sealed proposals will be received by the Town of Dundee until **4:00 P.M.**, \_\_\_\_\_, **2023**, at the office of the Town of Dundee Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

**“Continuing Professional Consulting Services Contracts”**

Copies of the RFQ are available at the following website:

**[INSERT LINK TO WEBSITE]**

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 E. Main St., Dundee, 33838 at \_\_\_\_\_, \_\_\_\_\_, 2023, for the purpose of answering questions in reference to this solicitation.

The responses specified shall be furnished in accordance with the RFQ 23-01, Specifications, and any other documents prepared for this submittal.

The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

Sincerely,

TOWN OF DUNDEE

**Trevor Douthat**  
Town Clerk

Advertise: \_\_\_\_\_, **2023**

**Town of Dundee**  
**REQUEST FOR QUALIFICATIONS**  
 RFQ-23-01

Sealed responses marked “**Continuing Professional Consulting Services Contracts**”, with the attached label, will be received by the Town of Dundee until \_\_\_\_\_ P.M., \_\_\_\_\_, 2023, at the office of the Town Clerk, 202 East Main Street, Dundee, Florida 33838, for the following:

**“Continuing Professional Consulting Services Contracts”**

At that time, responses will be publicly opened and read aloud in the Town Hall, Town of Dundee.

A Pre-submittal Conference will be held at Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838 at 10:00 A.M., \_\_\_\_\_, 2023, for the purpose of answering questions in reference to this solicitation.

The Town of Dundee is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed. Please submit **one (1) unbound, single sided original, eight (8) complete paper copies and one electronic copy on flash drive.**

**Public Records** – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

**Questions may be submitted to the Interim Town Clerk until 4:30 pm on \_\_\_\_\_, 2023. For more information regarding this RFQ 23-01, please contact Trevor Douthat, Town Clerk, (863) 438-8330 or by e-mail at [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com).**

The Town of Dundee welcomes your response to this RFQ. The Town of Dundee reserves the right to reject any responses found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFQ at any time to protect its best interest. The desire of the Town of Dundee to pursue qualifications shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All responses are to be thorough yet concise in the response to this RQP. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all responses, waive informalities, re-advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this RFQ. **W-9** should be attached to any response when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

Sincerely,  
 TOWN OF DUNDEE

Trevor Douthat  
 Town Clerk

**1.0 INTRODUCTION**

- 1.1 **RFQ PROCESS:** The Town of Dundee's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act. The Selection Committee(s) will review the qualifications of all submitting firms. The Town reserves the right to determine, at its sole discretion, whether the statement of qualifications (SOQs) satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications.
- 1.2 **INTERESTED PARTIES:** All interested parties must submit the requested information within the time provided herein.
- 1.3 **SELECTION:** It is the intent of the Town to select and negotiate Continuing Professional Consulting Agreements with one (1) or more firms. The Town may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.
- 1.4 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

<b>RFQ PROCESS</b>	<b>DATE</b>
RFQ Solicitation Issued	TBD
Non-Mandatory Pre-submittal Conference	TBD
Deadline to Submit- Request for Additional Information	TBD
Proposals Due	TBD
Evaluation Committee Meeting	TBD
Town Commission Award – Tentative	TBD

**1.5 TERM OF CONSULTANT CONTINUING AGREEMENT:**

Performance period shall be for a period of five (5) years unless terminated sooner under the provisions of the Consultant Continuing Agreement (the "Agreement") with a renewal option of up to five (5) successive one-year terms, at the mutual agreement of both parties, for a maximum possible contract term of ten (10) years.

- 1.5.1 If an awarded firm has lost more than 50% of its key staff, (assigned to a particular Town contract), the contract may not be renewed, and the firm in question will be required to resubmit at the next RFQ advertisement if consideration for that firm is so desired.
- 1.5.2 Consultant shall provide proposed Task Orders to be used for specific projects. Each Task Order will have time specific limitations and monetary values negotiated at the time of issuance.
- 1.5.3 To the extent permitted by §287.055, Florida Statutes (2022), and based upon continued satisfactory performance of the firm(s) selected, the Town of Dundee reserves the right to utilize additional consulting services for substantially similar services. When applicable, this/these resulting contract(s) shall be considered continuing contract(s).

- 1.5.4 Performance Period shall commence upon execution of the Agreement between the Town of Dundee and the successful responder. **It is anticipated multiple firms will be awarded a basic Consultant Continuing Agreement to provide the necessary services.**
- 1.5.5 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of specific written task order signed by the firm, and executed and issued by the Town.
- 1.5.5.1 Each written Task Order for a specific project shall be negotiated and shall describe the required services, state the commencement and completion dates and establish the amount and method of payment.
- 1.5.5.2 The task order will be issued under and incorporate the terms of the Agreement.
- 1.5.6 The Town makes no guarantee or promise as to the number of available projects or that the firm will perform any project for the Town during the life of the Agreement.
- 1.5.7 The Agreement does not authorize the performance of any work or require the Town to place orders of work. Expiration of the term of the Agreement will have no effect upon task assignments issued pursuant to the Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

## 2.0 SCOPE OF SERVICES

- 2.1 OVERVIEW: The Town is seeking interest and statement of qualifications in response to the RFQ from both large multidiscipline firms and also smaller consulting firms.
- 2.1.1 It is anticipated the Town will enter into agreements with **three (3) or more** Large Firms for the scope of services as described herein. Work will be assigned on an as-needed basis.
- 2.1.2 The Town will also enter into agreements with **one (1) or more** Small Firms specializing in each field as described herein. Work will be assigned on an as-needed basis.
- 2.1.3 For the purposes of this solicitation, Small Firms are defined as those properly licensed firms having less than 15 employees in the entire company, inclusive of all office locations. Large Firms are defined as those properly licensed firms having 15 or more employees in the entire company, inclusive of all office locations.
- 2.2 TYPES OF SERVICES: The services listed below are the minimum requirements. The work task orders may include services that will assist in the completion of the assigned Town projects in accordance with the Agreement.
- 2.2.1 Services Related to Utility Systems:
- Potable Water Treatment, Transmission and Distribution
  - Sanitary Sewer Treatment, Transmission and Collection
  - Geographic Mapping of Utilities and Infrastructure
  - Reclaimed Water Treatment, Transmission and Distribution
  - Route Surveys for Utility Projects
  - Surveying for Wastewater Treatment Plant (WWTP) Projects
  - Surveying for Water Treatment Plant (WTP) Projects
  - GeoDesign and Green Infrastructure Systems

### 2.2.2 Services Related to Transportation Systems:

- Roads and Drainage
- Bridge
- Urban Transportation
- Traffic Signage
- Traffic Studies
- Traffic Signals
- Advanced Traffic Management System
- Alternate Means of Transportation
- Trails and Greenways

### 2.2.3 Services Related to Solid Waste:

- Solid Waste Operation Planning
- Route Studies
- Waste Stream Studies

### 2.2.4 Services Related to Parks and Recreation:

- Architecture Services Related to Parks and Facilities Design
- Landscape Architecture

### 2.2.5 Services Related to General Consulting Services:

- Architectural Services to a Project (including Landscaping)
- Geographic Information Systems (GIS)
- Boundary and Topographic Surveying
- Legal Descriptions and As-built Surveys
- Asset Management in Conjunction with Mapping and Inventory
- Mapping of Municipal Boundaries
- Geotechnical – Soils Analysis and Testing
- Environmental – Wetland and Endangered Species
- Floodplain Management
- Hydrologic Investigations
- Stormwater Planning and Modeling
- Land Use Planning
- Policy Analysis
- Project Outreach and Communication
- Development of Artistic Renderings and Conceptual Layouts

2.3 GENERAL SCOPE OF SERVICES FOR LARGE FIRMS: It is the Town's intent that Large Firms provide a full complement of general consulting services with in-house capabilities. The use of subcontractors is acceptable, but the use of subcontractors shall not be included in the RFQ process. The Large Firm is expected to perform complex or large tasks requiring specific expertise and staff availability.

- 2.3.1 General engineering/consulting services, including but not limited to civil, electrical, mechanical and structural engineering;
- 2.3.2 General architectural services, includes landscaping;
- 2.3.3 Development of capital projects for infrastructure, parks and recreation, the Community Redevelopment Agency and other Town departments as required;
- 2.3.4 Peer review of capital project plans and specifications;
- 2.3.5 Threshold or special inspections services;
- 2.3.6 Construction engineering and inspection (CEI) services;
- 2.3.7 Urban & transportation planning;

2.4 GENERAL SCOPE OF SERVICES FOR SMALL FIRMS: The Agreement for Small Firms consists of providing general consulting services to the Town and shall include, but not be limited to, services listed under 2.2 (above).

2.5 MINIMUM REQUIRED SERVICES: The services listed below are minimum requirements. The work task order may include services that will assist in the completion of assigned Town projects in accordance with the Agreement.

2.6 DETAILED SCOPE OF SERVICES: A more detailed scope of services for both Large and Small Firms to be performed may include, but shall not limited to, the following:

2.6.1 STUDY, PLANNING, INVESTIGATION, AND REPORT PREPARATION SERVICES. The consultant(s) shall perform the following tasks:

- Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
- Preparation of feasibility studies, cash flow and economic evaluations, rate schedules.
- Boundary, topographic, engineering, and other specific purpose surveys.
- Preparation and/or review of legal descriptions and easement documents.
- Consulting and/or witness services in litigation or administrative proceedings.
- Development of design guidelines and standard specifications.
- Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models for water, wastewater, reclaimed water and stormwater.
- Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
- Preparation and/or review of water, wastewater, and stormwater system operating permit applications through the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and other Federal, State, and local agencies.
- Evaluation of natural resources, water quality and hydrologic systems.

2.6.2 DESIGN SERVICES. The consultant shall perform engineering and architectural design services as needed for the following items:

- Design of infrastructure systems for potable water, wastewater, stormwater, and reclaimed water.
- Design of other projects, including roadways, pedestrian enhancements, traffic management, lighting, environmental restoration, parks and buildings.
- Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.
- Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules.

- Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and Town Commission.
- Prepare construction specifications and special provisions and bid documents.
- Conduct or attend all pre-bid conferences.
- Evaluation of bids and recommendations of award for contracts.
- Review and make recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.
- Provide subject matter expertise.

2.6.3 CONSTRUCTION SERVICES. The consultant shall assist Town staff in the construction administration of and/or for projects on an as-needed basis that shall include the following tasks:

- Conduct or attend all pre-construction conferences.
- Coordinate with Town staff to administer contracts.
- Assist with review and approval of shop drawings and submittals.
- Assist with preparation or review of change orders.
- Assist with review of pay applications.
- Assist with site inspections during construction.
- Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
- Determination of suitability of materials and equipment provided by contractors.
- Certification of final construction as to acceptability.
- Preparation of as-built drawings.

### **3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:**

Only those firms or individuals submitting letters of interest and statements of qualifications which meet the requirements herein specified will be considered. Submittals shall not contain information in excess of that requested, should be concise and should specifically address the issues of this RFQ.

3.1 ECONOMY OF PREPARATION: Submit one (1) unbound, single sided original, one electronic copy on disc or flash drive and eight (8) copies, including a cover letter, requested documents and information. Be sure to clearly specify which "Firm Size and discipline under section 2.3 or 2.4 the firm is qualifying for. The submittal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications and should not exceed 40 pages in length (excluding resumes). The page count criteria are listed in Section 3.2 of this RFQ.



3.2 **FORMAT OF RESPONSE: To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 40 pages in length (two-sided pages shall count as two pages). Large Firms will be allowed 10 pages for resumes and those pages will not be counted toward the 40-page limit. The page count shall not include required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section:

- 3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:
- Large Firm Services - Multi-discipline Firm
  - Small Firm Services - General civil engineering/consulting services
- 3.2.2 **COVER LETTER:** The Cover letter should not be more than two (2) pages long and should include, at a minimum, the following:
- A brief statement of the Proposer's understanding of the required services.
  - A positive commitment to perform the services on a consistent and timely basis.
  - Names and contact information for the person(s) authorized to represent the Proposer.
- 3.2.3 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.
- 3.2.4 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:
- Name and corporate headquarters address of Proposer;
  - Name and location of regional/local office which will be the Town's designated primary office;
  - Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
  - The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the Town.
- 3.2.5 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the Town's goals and types of projects that may be encountered within the context of the proposed scope of services included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.
- 3.2.6 **SIMILAR PROJECT EXPERIENCE.** Provide examples demonstrating experience for the type of work listed within the last five (5) years. Each Proposer shall provide proof of experience in providing general consulting services for Town and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.

3.2.7 **WORK PLAN & AVAILABILITY OF RESOURCES.** Proposers must submit an outline of the firm's approach in the planning, design, permitting, and other key elements of a typical project.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads and resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this agreement. Provide total number of staff available within 100 miles of Town. Provide total number of staff available within Firm.

3.2.8 **TEAM MEMBERS.** Identify the Team members and provide resumes, (limited to one page per employee), of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm's key members who would complete the required tasks. Identify the proposed Project Manager who the Town will have primary contact for all work associated with this RFQ.

3.2.8.1 For each member, provide their:

- Title
- Area of Specialty
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
- Total years of experience
- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart.

3.2.8.3 This item shall also include a short descriptive summary of the firm's key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one-page summary.

3.2.9 **LICENSURE:** Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

3.2.10 **REFERENCES.** Please list a minimum of three (3) business references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.10.1 REFERENCES: The Town reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the Agreement to be executed based on this RFQ and subsequent work, **the Town may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work.**

Item 6.

The Town also reserves the right to check references from others not identified by the Proposer.

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN / VETERAN-OWNED ENTERPRISES: Identify whether any of the Proposer's team qualifies pursuant to §288.703, Florida Statutes (2022). Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criterion.

3.2.12 PRIMARY OFFICE LOCATION: Identify the location of the primary office that will perform the majority of the work on this contract. It is the Town's expectation that the project manager assigned to the respective task order will be located at the consultant's office that provides for the greatest efficiency and responsiveness in completing the work. This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 ADDITIONAL INFORMATION: Please provide any other information which you feel would help the Evaluation Committee evaluate your Statement of Qualification in response to this RFQ.

3.4 COMMUNICATIONS AND INQUIRIES:

3.4.1 Sole Point of Contact: Respondents are advised that from the date of release of this solicitation until award of an agreement, **no contact with Town personnel related to this solicitation is permitted. All communications are to be directed to the Town Clerk and sole contact listed below.**

Trevor Douthat, Town Clerk  
Email: [tdouthat@townofdunde.com](mailto:tdouthat@townofdunde.com)

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

3.4.3 Prohibition of Communication: To ensure fair consideration for all prospective firms, the Town prohibits communication associated with this RFQ to or with any department, bureau or employee during the submission process, except as in Section 20. Additionally, the Town prohibits communications initiated by a prospective firm to any Town official or employee evaluating or considering the submission prior to the time a decision has been made. If a firm initiates communications of any form regarding this solicitation (with the exception of contacting the Town Clerk) that act may be grounds for disqualifying the proposer from the consideration for the RFQ.

3.4.4 Request for additional information: Any questions related to interpretation of scope of services or submission process shall be addressed to the Town Clerk, ***in writing***, in ample time before the period set for the receipt and opening of bids.

3.4.4.1 Inquiries, if received prior to seven (7) days of the date set for the receipt of the Statement of Qualifications (SOQ), will be answered.

3.4.4.2 Any inquiries received after that time, will not be answered or given any consideration.

3.4.4.3 Oral answers will not be authoritative.

3.4.5 Addenda: The Town Clerk shall issue any Town responses for proposers' inquiries in the form of an addendum to this RFQ, posted on the website as timely as possible. **If an addendum is issued, the Town Clerk will post the final addendum no later than five (5) calendar days prior to the date set for receipt of SOQs.**

**The Agreement will be posted by the Town as an addendum to this RFQ.**

#### **4.0 SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ):**

4.1 SEALED PROPOSALS: All SOQs proposals in response to this RFQ must be submitted in a sealed envelope, packet or box. The face of the envelope shall contain the date and time of the RFQ opening and the RFQ number. Information not submitted on the Town's bid forms may be rejected. All SOQ proposals are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

**Submittal of the SOQs via e-mail is NOT acceptable.**

4.2 SUBMITTAL COPIES: Sealed SOQs shall include the following:

- One (1) unbound original, and eight (8) complete paper copies of the Statement of Qualifications; and
- One (1) electronic copy of the SOQ on a compact disk or USB drive containing the above-listed information. Electronic copies must be identical in all aspects to the paper copy submitted.

4.3 RESPONSE SUBMITTAL DEADLINE AND DELIVERY ADDRESS:

**Sealed SOQs shall be submitted to the Office of the Town Clerk no later than [x:xx PM, on \_\_\_\_\_, 2023. Proposals shall not be accepted after this time and date.** Each proposal shall be submitted in a sealed envelope, packet or box marked with the RFQ number, title of the RFQ, and RFQ opening date.

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

SOQ's shall be addressed as follows:

**Trevor Douthat, Town Clerk  
Town of Dundee  
Attn: RFP 23-01  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838**

4.3.2 Submitted envelopes should be marked: "RFQ 23-01 Continuing Professional Consulting Services Contracts".

Item 6.

4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".



**SEALED RFQ#: 23-01**  
**RFQ TITLE: Professional Consulting Services**  
**DUE DATE/TIME: X/X/2023 4:00 PM – Eastern Time**

*This area left intentionally blank.*

- 4.4 **INCURRED EXPENSES:** The Town is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this RFQ.
- 4.5 **INTERVIEWS:** The Town reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

## **5.0 EVALUATION PROCESS**

- 5.1 **EVALUATION COMMITTEE:** An Evaluation Committee consisting of at least three members assembled by the Town will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the Town. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.
- 5.2 **RATING SYSTEM:** The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.
- 5.3 **EVALUATION COMMITTEE MEETING(S):** The Evaluation Committee will first meet on **(tentative date)** at 202 East Main Street, Dundee, FL.
- 5.4 **SUBMITTAL RANKING:** The committee will select those submissions, in their sole determination, that best meet the Town's need based upon its evaluation of all proposals.
- 5.5 **PRESENTATIONS:**
- 5.5.1 At the sole determination of the Town, firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.
- 5.5.2 If presentations are determined to be necessary, the Town Clerk shall coordinate presentations and notify the selected firms.
- 5.5.3 Each proposer will be notified in writing at least ten (10) days in advance of presentation date if a presentation is necessary.
- 5.6 **REJECTION OF PROPOSALS:** The Town reserves the right to reject all proposals. In the event the Town does so, it shall provide in writing to all proposers the reasons for its rejection.
- 5.7 **MODIFICATIONS TO PROPOSALS:** The Town reserves the right to request at any time, that the proposer modify their proposal to more fully meet the needs of the Town. The Town also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.
- 5.8 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the Town of Dundee may reasonably require. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

## **6.0 EVALUATION CRITERIA**

- 6.1 RFQ EVALUATION CRITERIA: The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria described below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ. The Town reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

Item 6.

**Proposal meeting minimum requirements of RFQ (5 Points):**

1. Provide a general description of the firm and/or team that is proposing to provide professional consulting services. Explain the legal organization of the proposed firm or team.
2. List the Florida professional (Engineer, Surveyor, Environmental, Hydrologic, Planning, Landscape Architect, etc.) and applicable licenses held by the firm/team. Provide the license number and explain if held by an individual or firm.

**Organizational resources (10 points):**

1. As part of the evaluation process, the Town has the responsibility of taking into account the size and complexity of the project/tasks and be assured that the firm/team has the organizational and financial resources required to successfully deliver this project/task. Please describe your operational stability, corporate financial resources, and insurance limits.
2. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five (5) years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three (3) years. Briefly describe the circumstances and the outcomes.

**Experience and Qualifications (20 Points):**

1. Identify comparable or similar projects in which the firm is submitting qualifications for each project identified, provide the following:
  - a. Description of project
  - b. Final cost of effort
  - c. Completion dates (if applicable)
  - d. Name of client
  - e. Experience with implementation, coordination and funding plans.
  - f. Reference information, per project (one current contact name and title with telephone number and e-mail address)

**Understanding the project and approach to performing the required services (30 points):**

1. Describe the approach, project management and organization that will provide support to the project. Describe systems used for planning, scheduling, estimating and managing progress. The firm/team's experience in qualifications submitting for should be included.
2. Outline of a pragmatic approach to achieving the Town's goals and objectives while minimizing disruption of Town activities and to the residents.
3. Briefly describe the firm's experience on quality control, dispute resolution, and stakeholder engagement.

**Team member Qualifications & Organization (20 points):**

1. Provide an organization chart showing key personnel. Including ability to coordinate with state and federal agencies on permitting and funding. Include a resume for each key person identified.

**MOB/WOB/Disabled Veteran & Veteran Owned Business Utilization (5 points):**

Item 6.

1. Provide the potential utilization of any MOB/WOB/Disabled Veteran or Veteran owned businesses. Include certifications and description of services.

**Preformed site visit to at least one (1) Wastewater Treatment Facility (WWTF) and Water Treatment Facility (WTF) within the past 2 years (5 points).**

**Intent/capaTown to affect the local economy through the use of local labor, vendors, sub-contractors and resources (5 points):**

1. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and consultants. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent (%) of work expected to be done locally.
2. Any of the firm's offices can be considered as the firm's principal office for the purposes of this RFQ; as long as the location is the home office of key staff on this project and where actual work will be performed.



**SUBMITTAL EVALUATION & SCORING**

Each section to be evaluated is identified and weighted independently. The score for each section should be marked clearly in the subtotal box. The final score will be the sum of each of the subtotal scores.

**Firm Name:** \_\_\_\_\_

<b>EVALUATION FORM</b>		
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>SUBTOTAL</b>
Meeting Minimum Requirements of RFQ	5 points 0-5	
Organizational Resources	10 points 0-10	
Experience and Qualifications	20 points 0-20	
Work Approach & Availability of Resources	30 points 0-30	
Team Member Qualifications & Organization	20 points 0-20	
MOB/WOB/Disabled Veteran & Veteran-Owned Business Utilization	5 points 0-5	
Preformed recent site visit to at least one (1) treatment facility within the past 2 years (5 points)	5 points 0-5	
Intent/CapaTown to affect the local economy through the use of local labor, vendors subcontractors and resources	5 points 0-5	
<b>TOTAL WEIGHTED RATING:</b>	<b>100</b>	

**Evaluator:** \_\_\_\_\_

The Town Clerk, or designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to properly and accurately rate the submissions.

## 7.0 CONDITIONS OF PROPOSALS

- 7.1 LATE PROPOSALS: Proposals received by the Town after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.
- 7.2 COMPLETENESS: All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.
- 7.3 PROPOSER'S CERTIFICATION FORM
- 7.3.1 Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.
- 7.3.2 By submitting a proposal, the proposer certifies they have fully read and understand the proposal method and have full knowledge of the scope, nature, and quality of work to be performed.
- 7.4 DRUG-FREE WORKPLACE CERTIFICATION FORM: By submitting the Drug Free Workplace Form as part of this RFQ, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.
- 7.5 PROPOSER'S WARRANTY: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this RFQ.
- 7.6 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at the Town Hall, Town of Dundee, 202 East Main Street, Dundee, Florida 33838, at the time specified and will be made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 7.7 PROPERTY OF THE TOWN: All proposals received from proposers in response to this RFQ will become the property of the Town of Dundee and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the Agreement shall become the exclusive property of the Town.
- 7.8 AWARD PRESENTATION: The Town will provide the staff recommendation to the Town Commission, at a duly notice public meeting, on \_\_\_\_\_, 2023, to enter into the Agreement with the top-ranked firm(s) or to reject all proposals.

## 8.0 TERMS AND CONDITIONS OF CONTRACT

### 8.1 GENERAL CONDITIONS:

Proposers are required to submit their proposal(s) subject to and upon the following express conditions:

- a) Proposers shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined by **8.2**), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Proposers, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Town of Dundee harmless from any and all claims of personal injury arising from their participation in the site visit.
- b) These Terms and Conditions and any Contract Documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- c) Notwithstanding anything in this Request for Qualifications (the "RFQ") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations of any kind or type, the Town and/or successful proposer may immediately terminate the Agreement entered into pursuant to this RFQ and be released from any future responsibility or liability thereunder.

d) **PUBLIC RECORDS:**

Town and Consultant/Contractor (defined by **8.2**) agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

Item 6.

- iv) Upon completion of the Contract (as defined in **8.2**), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com), P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

- e) If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.
- f) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- g) It is the intent of the Town that this RFQ promotes competitive bidding. It shall be the proposer's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFQ to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- h) Proposers must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Proposers shall also obtain all permits required for this project.
- i) The Town shall be entitled to rely on the written representations of the proposer. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- j) Unless detailed elsewhere in the Contract Documents, proof of insurance naming the Town as an additional insured shall be required of the successful proposer (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

## 8.2 DEFINITIONS:

Words used in the RFQ and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **ACCEPTANCE:** The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or render the services ordered by the Town.
- b) **APPLICABLE LAW:** Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.
- c) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his designee, or the Town Clerk in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Consultant/Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Clerk.
- d) **TOWN:** The Town of Dundee, Florida or its authorized representative.
- e) **CONTRACT:** The Agreement executed by the Town and the Consultant/Contractor, and shall include all Contract Documents.
- f) **CONSULTANT/CONTRACTOR:** The successful bidder who enters into a Contract with the Town to complete the project.
- g) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Consultant/Contractor's right to proceed with the order/work by giving the Consultant/Contractor written notice. The defaulting Consultant/Contractor may, at the discretion of the Town, be charged the increase in costs of obtaining the goods/services elsewhere.
- h) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Agreement; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFQ; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- i) **INDEMNIFICATION:** As specified in the bid documents.
- j) **INSPECTION:** The goods and services purchased are subject to the inspection and approval of the initiating department. The Town reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.
- k) **INSURANCE:** As specified in the Contract Documents.

- l) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the contract or agreement calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:
  - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- m) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town it will:
  - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status
  - ii) will submit such reports as the Town may thereafter require to assure compliance.
- n) **SUB-CONTRACTOR:** An individual, firm, company, corporation, association, society or group which enters into a contract with the Consultant/Contractor to do a portion of the work on this project.
- o) **TITLE:** The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
- p) **WARRANTY:** The Consultant/Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Consultant/Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Consultant/Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Consultant/Contractor that this provision exists.

**8.3 INTERPRETATIONS OR ADDENDA:**

- a) No oral interpretation will be made to any Proposer as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the Town Clerk. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Proposer will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Town Clerk. In addition, all Addenda will be posted for review by the General Public on the Town web site.
- b) Notification will be emailed to vendors who are registered for the RFQ on the web site.
- c) The Town shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Proposers' responsibility to make inquiry as to the Addenda issued. All such

#### 8.4 PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFQ shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFQ may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

**If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.**

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

**The formal written protest shall contain the following:**

- i) Town RFQ number and/or title (if applicable);

- ii) Name and/or address of the Town department, division or agency affected;
  - iii) The name and address of the affected party;
  - iv) The title and position of the person submitting the protest;
  - v) A statement of disputed issues of material fact;
  - vi) If there are no disputed material facts, the written letter must so indicate;
  - vii) Concise statement of the facts alleged;
  - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
  - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
  - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.
- g) The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.
- h) The Town Manager shall present the background for the protest to the RFQ Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.
- i) The agenda for the bid protest meeting will be:
- i) The background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- j) The RFQ Protest Committee will render their decision in writing within five (5) business days of the RFQ protest meeting.
- k) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the RFQ Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**



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

**8.5 RESPONSES:**

- a) Submittals must be received no later than the time and date, and at the location specified for submission in the Contract Documents. No proposal will be accepted after the specified deadline or at any location other than that specified in the Contract Documents. Any proposal received late or because of submittal to another location will be maintained unopened in the bid file. Proposals properly received will be opened at the time and place stated in the Contract Documents.
- b) The Town Clerk may elect to cancel or postpone a bid at any time prior to the time and date set to open proposals.
- c) Sealed bids, proposals, or replies received by the Town pursuant to an Request for Qualifications/Request for Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- d) If the Town rejects all bids, proposals, or replies submitted in response to a Request for Qualifications/Request for Proposals and the Town concurrently provides notice of its intent to reissue the Request for Qualifications/Request for Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of an intended decision concerning the reissued Request for Qualifications/Request for Proposals or until the Town withdraws the reissued Request for Qualifications/Request for Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial Town notice rejecting all bids, proposals, or replies.
- e) Proposal and a non-collusion affidavit should be submitted on forms furnished by the Town and completed by the Bidder without additions, modifications, deletions, and erasures. Proposals not submitted on attached bid form may be rejected. Proposals must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Proposer shall deliver its sealed proposal to the location specified on the Request for Qualifications/Request for Proposals, in an envelope bearing the name of the Proposer, the name of the bid and the time and date of the bid opening. It is the Proposer's responsibility to assure that its bid is delivered at the proper time and place of the proposal opening. Proposals which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the desk telephone of the Town of Dundee Town Clerk.**
- f) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids will not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission in the Contract Documents prior to the time and date set for the proposal opening. Each Proposer shall be solely responsible for the costs associated with preparation and submittal of its proposal.
- g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE PROPOSAL OPENING WILL NOT BE CONSIDERED.**

## 8.6 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

Item 6.

- a) The Town of Dundee encourages and agrees to the successful proposer extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful proposer.

## 8.7 MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

## 8.8 STATEMENT OF BIDDER'S QUALIFICATIONS:

- a) Each bidder shall, upon request of the Town, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

## 8.9 STATE LAW COMPLIANCE:

The Contract shall comply with Florida State Statutes:

- a. **Scrutinized Companies.** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Town for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Contract, Contractor certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Contractor understands that a false certification may subject it to civil penalties, attorneys' fees and costs

pursuant to Section 287.135 of the Florida Statutes and that the Town may terminate this Contract at the Town's option if the Contractor is found to have submitted a false certification.

Item 6.

**b. Public Entity Crimes; Convicted Vendor List.** 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 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 construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Contract, Contractor certifies that it is not on the convicted vendor list.

**c. Drug-Free Workplace.** By executing the Contract, Contractor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

**d. E-Verify.** By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor and any subcontractor hired by the Contractor. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**e. No Consideration of Social, Political, and Ideological Interests.** Contractor acknowledges receipt of notice from the Town of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Contractor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Contractor's social, political, or ideological interests in the award of the Contract.

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

#### **8.10 EQUAL EMPLOYMENT OPPORTUNITY:**

- a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the Town, it will not engage in employment practices which have the effect of

discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

Item 6.

#### 8.11 \*NOTICE\*

- a) **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 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 construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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.**
- b) **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 \$1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

#### 8.12 UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

### 8.13 ACCIDENT PREVENTION:

Item 6.

- a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Consultant/Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Consultant/Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Consultant/Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Consultant/Contractor shall promptly furnish the Town with these reports.

### 8.14 ASSIGNMENT OR NOVATION:

- a) The Consultant/Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Town; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Consultant/Contractor, may be made without the consent of the Town.

### 8.15 PATENT INFRINGEMENT:

- a) The Consultant/Contractor shall protect and indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

### 8.16 PROGRESS OF WORK:

- a) If the Consultant/Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the Town may grant, the Town may terminate the Consultant/Contractor's right to proceed with the work by giving it written notice.
- b) If the Town terminates the Consultant/Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Consultant/Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Consultant/Contractor shall constitute an acknowledgment of the Surety's consent to this provision.
- c) If the Town does not terminate the Consultant/Contractor's rights to proceed, the Consultant/Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Consultant/Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

**8.17 CONSULTANT/CONTRACTOR PROVIDED INSURANCE:**

Item 6.

i) The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner’s officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers’ Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers’ Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease-Policy Limit  
\$1,000,000 Disease-Each Employee

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- (i) Mold, fungus, or bacteria
- (ii) Terrorism

(iii) Sexual molestation

Item 6.

- (b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 General Aggregate
- (ii) \$1,000,000 Products/Completed Operations Aggregate
- (iii) \$1,000,000 Personal and Advertising Injury
- (iv) \$1,000,000 Each Occurrence

(3) Automobile Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Occurrence-Bodily Injury and Property Damage Combined

(4) Professional Liability Insurance:

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

- ii) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract. Item 6.

v) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Town of Dundee shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.

vi) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.

vii) Certificates of Insurance must be completed as follows:

1. Certificate Holder

Town of Dundee  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

2. Additional Insured for General Liability

Town of Dundee and its officials, officers and employees

**8.18 INDEMNIFICATION BY CONSULTANT/CONTRACTOR:**

- a) The Consultant/Contractor shall indemnify and hold harmless the Town (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

**8.19 LIENS:**

- a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.



## 8.20 CONSTRUCTION AND CONSULTING EVALUATION:

Item 6.

- a) The award of contracts by the Town of Dundee for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town of Dundee or other entity.
- b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## 9.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 9.1 RFQ 23-01 SUBMITTAL COVER PAGE, Attachment A
- 9.2 ADDENDUM PAGE, Attachment B
- 9.3 LOBBYING CERTIFICATION FORM, Attachment C
- 9.4 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER, Attachment D
- 9.5 AFFIDAVIT CERTIFICATION-IMMIGRATION LAWS, Attachment E
- 9.6 CERTIFICATION OF DRUG-FREE WORKPLACE, Attachment F

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

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

**9.1 ATTACHMENT A**

**RFQ-23-01 Submittal Cover Page** (this does not count as part of the maximum page limit)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name Title/Position

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Town State Zip

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone Number / Fax Number

List all "Professional Association/Sub-Consultants" (companies that you will be in association with for this project):

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

Key Team members and addresses of principal office:

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

**9.2 ATTACHMENT B**

**ADDENDUM PAGE (RFQ 23-01)**

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

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

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

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

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

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

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

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

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

SIGNATURE

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

**9.3 ATTACHMENT C**

**LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20**  
APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

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

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

- 9.3.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 9.3.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
  
- 9.3.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

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

Signature of Proposer's Authorized Official  
 Name and Title of Proposer's Authorized Official\_  
 Date

**9.4 ATTACHMENT D**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

Name

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the  
Title Company  
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Name  
My commission expires \_\_\_\_\_

9.5 ATTACHMENT E

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

TOWN OF DUNDEE WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF DUNDEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF DUNDEE.**

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

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

\_\_\_\_\_  
Signature Title Date

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced (Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

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

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

\_\_\_\_\_  
Notary Commission Number/Expiration

9.6 Attachment F

CERTIFICATION OF DRUG-FREE WORKPLACE

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid 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 bids 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 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 contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF FIRM

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

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
TOWN            STATE            ZIP



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT MODIFICATION #2
- SUBJECT:** Town Commission will consider approval of modification #2 to the Polk County Sheriff Department Interlocal Agreement.
- STAFF ANALYSIS:** The Town of Dundee is currently under an agreement with the County Fire & Rescue from October 1, 2022 through September 30, 2023. This new modification is for October 1, 2023 through September 30, 2024. The services are for the Fire/Rescue Emergency 9-1-1 telecommunication services during this period of time listed above.
- FISCAL IMPACT:** \$10,414.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Interlocal Agreement Modification





# Sheriff Grady Judd

## Polk County

Item 7.

1891 Jim Keene Blvd. • Winter Haven, FL 33880-8010 • Phone: 863.298.6200 • [www.polksheriff.org](http://www.polksheriff.org)

June 13, 2023

Ms. Tandra Davis, Town Manager  
Town of Dundee  
Post Office Box 1000  
Dundee, FL 33838

Re: Modification No. 2 to the Interlocal Agreement

Dear Ms. Davis:

Please find Modification No. 2 to the Interlocal Agreement for fire dispatch with the Polk County Sheriff's Office. At your earliest convenience, please have the agreement executed and return the original copy to my attention in the Office of Legal Affairs at the Sheriff's Office.

Should you have any questions, please feel free to call me at (863) 298-6587.

Sincerely,



Mario J. Cabrera  
Staff Attorney, Office of Legal Affairs

MJC/mkc  
Enclosure as indicated  
xc: File

FSD \_\_\_\_\_  
CSB \_\_\_\_\_  
GCS \_\_\_\_\_  
Item 7.

**MODIFICATION NO. 2  
TO THE INTERLOCAL AGREEMENT BETWEEN  
TOWN OF DUNDEE AND GRADY JUDD, AS SHERIFF OF POLK COUNTY, FLORIDA**

This Modification Number 2 is effective on October 1, 2023, and hereby amends Article 5.6 of the Interlocal Agreement executed by and between Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as "TOWN") and Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter referred to as "SHERIFF") (together, "the Parties") which commenced on October 1, 2021, for a period of four (4) years.

WHEREAS, the Parties desire to modify Article 5.6 to include the dollar amount for Emergency Fire and Rescue Dispatch Services for the term of October 1, 2023 through September 30, 2024.

NOW THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. MODIFICATIONS:

(a) ARTICLE 5.6 - is amended with deleted language in "strike through" and added language in "double underline" as follows:

Emergency Fire and Rescue Dispatch Services. In addition to the amounts listed in paragraph 5.1, TOWN shall also pay the SHERIFF as payment in full for Fire/Rescue Emergency 9-1-1 telecommunication services as agreed to be performed the sum of Nine Thousand Four Hundred Forty Six Dollars (\$9,446.00) for the term of October 1, 2021, through September 30,

Initials: \_\_\_\_\_

Initials: am

2022. The sum of Nine Thousand Nine Hundred Eighteen Dollars (\$9,918.00) for the term October 1, 2022 through September 30, 2023. The sum of Ten Thousand Four Hundred Fourteen Dollars (\$10,414.00) for the term October 1, 2023 through September 30, 2024. The annual amount for subsequent years ~~October 1, 2023 through September 30, 2024, and~~ October 1, 2024 through September 30, 2025 shall be determined each year upon the agreed to formula: *Personnel Costs will be calculated using the TOWN's fire calls for service multiplied by average dispatch time multiplied by average telecommunicator rate. Operating costs will be calculated by taking the TOWN fire calls for service divided by the total fire calls for service multiplied by direct fire dispatch operating costs.* The amount determined from the formula for the year ~~October 1, 2023 through September 30, 2024, and~~ October 1, 2024 through September 30, 2025 will be sent to TOWN on or before the due date and incorporated into this Agreement in the form of a modification as set forth in Section 23.

II. MISCELLANEOUS.

- (a) All terms and conditions of the Contract remain full force and effect.
- (b) This Modification No. 2 constitutes the full and complete agreement of the Parties with respect to the subject matter and supersedes any prior contract, arrangements, and communications, whether oral or written, with respect to the subject matter.
- (c) As of the date of this Modification No. 2, each party represents that it is not aware of any facts or circumstances that would, upon satisfaction of any notice or cure requirements, constitute an Event of Default by the other party.
- (d) This Modification No. 2 may be executed in duplicate, each duplicate copy of this Modification No. 2 shall be treated as an original, and facsimile signatures are acceptable as original signatures.

Initials: \_\_\_\_\_

Initials: am



(e) Each person signing this Modification No. 2 warrants that he or she is duly authorized to do so and to bind the respective party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes set forth herein.

POLK COUNTY SHERIFF'S OFFICE  
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

ATTEST

Andria McDonald

Lorie Mayu

WITNESS TO ANDRIA MCDONALD

Date: 6/13/23

APPROVED AS TO FORM:  
BY SHERIFF'S COUNSEL

[Signature]

Date: 6/16/23

TOWN OF DUNDEE  
BY SAM PENNANT, MAYOR

ATTEST  
BY TOWN CLERK

\_\_\_\_\_

\_\_\_\_\_

WITNESS

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

\_\_\_\_\_

PRINT NAME

APPROVED AS TO FORM

BY \_\_\_\_\_  
TOWN OF DUNDEE ATTORNEY

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

Initials: \_\_\_\_\_

Initials: am



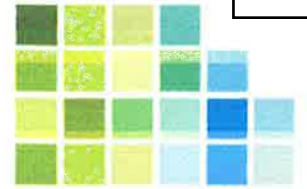
# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 23-02 FIRE DEPARTMENT BAY DOOR REPLACEMENT
- SUBJECT:** Town Commission will consider the bid received for RFP 23-02
- STAFF ANALYSIS:** Town Staff received one bid for RFP 23-02 from JCR Construction & Services, LLC for the replacement of the engine bay doors.
- FISCAL IMPACT:** \$57, 210.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** RFP 23-02  
JCR Construction bid packet

**JCR Construction & Services LLC.**

3804 Block Prine Rd  
FL 33810  
jcrconstructionservices@gmail.com



Item 8.

**ADDRESS**

Town Of Dundee  
118 MERRILL ST, Dundee,  
FL,33838

**ESTIMATE # 3983**

**DATE 07/12/2023**

ACTIVITY	QUANTITY	RATE	AMOUNT
<b>Service</b> Bay door replacements at fire department	1	0.00	0.00
<b>Service</b> Removal of existing bay doors and responsible disposal of the materials. Installation of two 16" masonry block columns in the large bays, reinforced with number 2 #5 rebars epoxied to the lintel and slab. Pouring of solid concrete on the columns for added stability and support. Installation of two commercial-grade garage doors, measuring 10'11" x 10'6" high. Please note that the existing frame height is limited to 10'6", allowing for minimal room for the opening. Installation of one commercial garage door, measuring 12 feet wide x 12 feet high. Installation of 2 commercial garage doors 11'6wide by 12ft high All doors will initially be white, with plans to paint them red following installation. All doors will be hurricane-rated and not insulated. Two rows of plain glass will be incorporated into each door, featuring continuous reverse angle tracks and low headroom tracks. All doors will be equipped with five LiftMaster 3/4 HP chain drive 12-foot rails and two remote controls for each door.	1	57,210.00	57,210.00

MATERIALS HAVE TO BE AT THE JOB SITE ON THE FIRST DAY. I WILL PROVIDE FREE DELIVERY OPTION IF NEED IT. AN INITIAL PAYMENT OF 50% HAS TO BE MADE BEFORE THE STARTING DAY. A TENTATIVE INSTALLATION DATE IS "open" THROUGH "open". PLEASE MAKE ALL CHECKS PAYABLE TO JCR CONSTRUCTION & SERVICES.

**TOTAL**

**\$57,210.00**



BID FORM
FY 2022-2023 ENGINE BAY DOOR REPLACEMENT
FIRE DEPARTMENT

RETURN DATE: Tuesday, July 18, 2023
RETURN TO: Office of the Town
Clerk Attn: RFP 23-02
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Includes handwritten entry 'Please see attachment' and a total of 57,210.00.

Bid Alternate

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Includes handwritten entries for items 1 and 2.

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction & Services LLC
Company Address: 3804 Block Pine Rd.
Company City: Lakeland State: FL Zip: 33810
Company Phone Number: (863) 660-4704 Fax Number:
Authorized Representative: Jarold Payan
Signature: [Handwritten Signature] Date: 7-14-23
Print Name: Jarold Payan Phone Number: (863) 660-4704

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

EXHIBIT - A





**Anticipated Timeline for RFP 23-02**

**Upon acceptance and approval of the contract and first installment of payment it will take approximately 4 weeks for the order of materials to arrive. Then an additional 2 weeks to complete the project.**

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.

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

Company Name JCR Construction & Services LLC

Signature [Handwritten Signature] Date: 7.14.23

Printed Name Jarold Payan

Title Owner / President

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

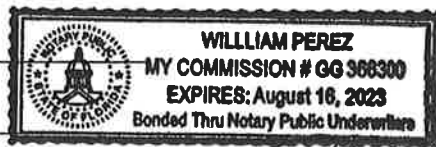
SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 DAY OF July, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: [Handwritten Signature]

PRINT: Jarold Payan



[Handwritten Signature]

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

I William Perez ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is owner/President (insert job title) of JCE Construction & Services LLC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

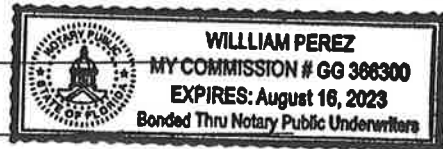
SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 DAY OF July, 2023

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: [Signature]

PRINT: William Perez



**CERTIFICATION OF DRUG-FREE WORKPLACE**

I, Jarold Payan ("Undersigned"), certify that:

- (1) Undersigned is Owner/President (insert job title) and duly authorized to act on behalf of the Contractor JCE Construction & Services LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) 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.
  - (b) 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), 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 contendere to, any violation of Chapter 893 of the Florida Statutes 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.
  - (e) 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.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, JCR Construction & Services LLC, acknowledges, understands, and complies fully with the above requirements.

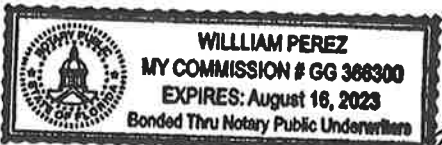
DATE: 7-14-23 NAME OF ENTITY: JCR Construction & Services, LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3804 Block Prime Rd.  
Lakeland FL 33810

SIGNATURE: 

PRINT NAME: Jarold Payan



### SALES TAX SAVINGS FORM

CONTRACT NUMBER: RFP-23-02

NAME OF PROJECT: Dundee Fire Department  
Engine Bay Door Replacement

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
**JCR Construction and Services LLC**  
4822 Joyce Drive,  
Lakeland, FL 33805

as Principal, hereinafter called the Principal, and  
**The Ohio Casualty Insurance Company**  
9721 Executive Center Drive, Suite 105  
St. Petersburg, FL 33702

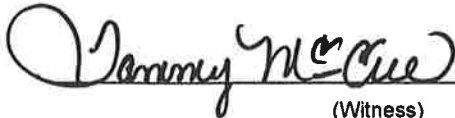
a corporation duly organized under the laws of the State of **NH**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**The Town of Dundee, Florida**  
202 E. Main Street, PO Box 1000  
Dundee, FL 33838

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS the Principal has submitted a bid for  
**Dundee Fire Department Engine Bay Door Replacement; Bid No. 23-02**  
118 Merrill Street, Dundee, FL 38858

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed July 18, 2023

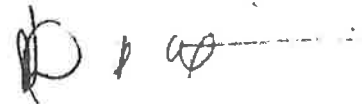
JCR Construction and Services LLC

  
(Witness)



The Ohio Casualty Insurance Company

  
(Witness)



David B. Shick, Attorney-In-Fact and  
Licensed FL Resident Agent #A241176



Seal No. 7503

SURETY BONDS

Performance Bonds | Contract Bonds | License Bonds | Court Bonds





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-96944 Item 8.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich. David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of July, 2023.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



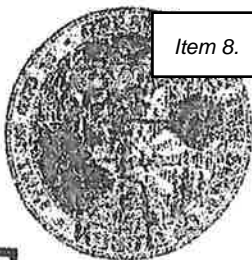
Seal No. 104

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

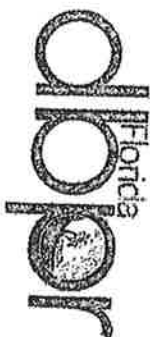


Item 8.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

**THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES**



**PAYAN, JAROLD**

JCR CONSTRUCTION & SERVICES LLC

1508 STACY DR

LAKELAND

FL 33801

LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Item 8.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> JCR Construction & Services LLC 3804 Block Prine Rd Lakeland, FL 33810	<b>INSURER A:</b> State National Insurance Company, Inc.		12831
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 996080083                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000.00	
							MED EXP (Any one person)	\$15,000.00
							PERSONAL & ADV INJURY	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00
							PRODUCTS - COMP/OP AGG	\$2,000,000.00
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X		NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	Each Occurrence:	\$25,000.00
							Aggregate:	\$50,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Certificate Holder is Town of Dundee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> Town of Dundee 202 E Main St Dundee, FL 33838	<b>LIVE CERTIFICATE</b>  Click or scan to view	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
--	---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6

Item 8.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. ID:(Alliance HR) c/o Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta, FL 33469	<b>CONTACT NAME:</b> Arthur Scott
	<b>PHONE (A/C, No, Ext):</b> 561-972-4449 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certs@alliancehrllc.com
<b>INSURED</b> Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta FL 33469	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> United Wisconsin Insurance Company <b>NAIC #</b> 29157
	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>


**COVERAGES** **CERTIFICATE NUMBER:** 74724327 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC524-00001-023-SZ WC524-00001-022-SZ	6/30/2023 6/30/2022	6/30/2024 6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: JCR Construction & Services LLC Client Effective: 9/3/2018

<b>CERTIFICATE HOLDER</b> Town of Dundee 202 East Main Street Dundee FL 33838	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Rick Leonard

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ACORD 25 (2016/03)

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107

ACCOUNT NO. 175316

CLASS: B+

PAYMENT DUE BY: 09/30/2022

<b>OWNER NAME</b>	<b>LOCATION</b>	Item 8.
JAROLD PAYAN	1508 STACY DR LAKELAND	

<b>BUSINESS NAME AND MAILING ADDRESS</b>	<b>CODE</b>	<b>ACTIVITY TYPE</b>
JCR CONSTRUCTION & SERVICES LLC JCR CONSTRUCTION & SERVICES "LLC" 1508 STACY DR LAKELAND, FL 338012759	230080 230080	CONTRACTOR BUILDING CONTRACTOR BUILDING

**SIGN HERE**

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	<b>AMOUNT DUE: 57.75</b>
--	--------------------------

PAID - 929581 09/14/2022 KMS BSC 57.75 JCR CONSTRUCTION & SERVICES LLC

**For Your Information: What You Need To Know About Tangible Personal Property**

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**

ACCOUNT NO. 175316 CLASS: B+ EXPIRES: 09/30/2023

<b>OWNER NAME</b>	<b>LOCATION</b>
JAROLD PAYAN	1508 STACY DR LAKELAND

<b>BUSINESS NAME AND MAILING ADDRESS</b>	<b>CODE</b>	<b>ACTIVITY TYPE</b>
JCR CONSTRUCTION & SERVICES LLC JCR CONSTRUCTION & SERVICES "LLC" 1508 STACY DR LAKELAND, FL 338012759	230080 230080	CONTRACTOR BUILDING CONTRACTOR BUILDING

PROFESSIONAL LICENSE (IF APPLICABLE)  
DBPR CBC1285799

<b>OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR</b>	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION
---	--

PAID - 929581 09/14/2022 KMS BSC 57.75 JCR CONSTRUCTION & SERVICES LLC



BR - 2022 - 10855

# Request for Taxpayer Identification Number and Certification

Item 8.

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**JCR CONSTRUCTION & SERVICES LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**3804 BLOCK PRINE RD**

**6** City, state, and ZIP code  
**LAKELAND FL 33810**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
OR									
Employer identification number									
4	6	-	4	8	4	3	0	0	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CLIENT REFERENCES

City of Lakeland

Lakeland Linder International Airport

3900 Don Emerson Drive Suite 210

Lakeland, FL 33813

Linda Alsbaugh 863-834-6780

Interior Office Repairs 3240 Flightline Dr Bid #3060

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Auburndale Warehouse 615 McKean St, Auburndale

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Twin Lakes Apartments 330 Twin Lakes Blvd., Lake Wales

Medeiros Construction, LLC

7243 Donna Dr

New Port Richey, FL 34652

Jason Medeiros 727-484-2897

Grove Plaza 5617 Wesley Grove Blvd, New Port Richey

**\*\*Please see attached Purchase Order and Experience History Work Sheets\*\***

# Experience History Work Sheet

Item 8.

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>  <b>7243 Donna Dr, New Port Ritchey, FL, 34652</b>	Dates Employed (mm/yyyy to mm/yyyy):  Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection  
 Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Auburndale Warehouse

Complete Project Address: 615 McKean St, Auburndale FL, 33823

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on building an office addition (6k) and erecting a 180 ft 2h rafter fire proof wall. This project included columns, footing and erecting a net to avoid insects going from one side to the other in the existing warehouse.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

Signature: 

Date: 08/08/2021

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

# Experience History Work Sheet

Item 8.

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: <b>Medeiros Construction LLC</b>	Dates Employed (mm/yyyy to mm/yyyy):
<b>7243 Donna Dr, New Port Ritchey, FL, 34652</b>	Employer Phone Number: <b>7274842897</b>
Name of qualifying contractor for employer: <b>Jason Medeiros</b>	License number of qualifying contractor: <b>CGC1510383</b>
Email: <b>G.jason.Medeiros@gmail.com</b>	Dates on Project (mm/yyyy to mm/yyyy):

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection  
 Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Twin lakes apartment complex

Complete Project Address: 330 Twin Lakes Blvd, Lake Wales , FL, 33853

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervising the day and day operation ordering inspections and managing the entire project with inspectors and working crews. Report back to the GC on timely matter and make sure job was on schedule.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

Jason hired my company to perform this job as a subcontractor. I was the project manager during the length of the project. Project duration was 6 months from planning to completion. The project consisted on an two stories apartment building demolition and prepare the lot for an new building to be on site.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

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

Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.



# Experience History Work Sheet

## Builder

**Applicants Name:** Jarold Payan

Provide 4 years/ (48 mths) of commercial project experience.

Minimum of 1 year / (12 mths) supervisory experience is required on new commercial or multi-dwelling construction of a habitable structure. Building Contractors must have structural experience in 4 or more of the following 6 areas gained. Please use one page per project. If project dates overlap, you will be notified upon review from our office, of any shortfall on experience provided.

*\*College Credits, Degrees or Military Service can be substituted for up to 3 years of field experience*

Employer Name and Address: Medeiros Construction LLC 7243 Donna Dr, New Port Ritchey, FL 34652	Dates Employed (mm/yyyy to mm/yyyy): 10/2020-06/2021 Employer Phone Number: 727-484-2897
Name of qualifying contractor for employer: Jason Medeiros	License number of qualifying contractor: CGC1510383
Email: g.jason.medeiros@gmail.com	Dates on Project (mm/yyyy to mm/yyyy): 10/2020-06/2021

- Foundation/Slabs greater than 20k sqft.  Masonry walls  Steel erection  
 Column erection  Formwork for structural reinforced concrete  Elevated slabs

Was this experience as a:  Worker OR  Foreman

Project Name: Grove Plaza

Complete Project Address: 5617 Wesley Grove Blvd

Your job title on the project:

Your duties on the project: (Brief description of your day-to-day responsibility)

Supervise labor to form structural concrete foundations with steel cages and plates. Supervise steel column erection, welding to plates.

New Construction OR  Renovation

Project Type: Project Description: (Include number of stories & sqft of project.)

New commercial retail plaza, single story, steel structure on concrete foundation, 31,000 sq ft.

I certify that the experience I am providing is completely & truthful to the best of my knowledge. I understand that my signature on this written worksheet has the same legal effect as an oath or affirmation. Under penalties of perjury, I understand that falsification of any experience on my application may result in criminal penalty or administrative action, including a fine, suspension or revocation of the license.

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

Date: 02/08/2023

Please use as many worksheets as needed to meet the minimum requirement for your experience. Use one page per project.

**d. Exhibit "D", City's Cost Proposal**

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

19. **NOTICES.** All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor:

JCR Construction & Services, LLC  
3804 Block Prine Road  
Lakeland, Florida 33810

As to City:


Lakeland Linder International Airport  
3900 Don Emerson Drive, Suite 210  
Lakeland, FL 33811

IN WITNESS WHEREOF, the parties herein have executed this Agreement for interior office repairs pursuant to ITB No.3060 as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

JCR CONSTRUCTION & SERVICES, LLC

\_\_\_\_\_  
H. William Mutz, Mayor

  
\_\_\_\_\_  
President (Signature)  
**JAROLD PAGAN**  
\_\_\_\_\_  
President (Printed Name)

ATTEST:

[Corporate Seal] 

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)



**PURCHASING & STORES  
DIVISION**

<b>VENDOR</b> JCR CONSTRUCTION & SERVICES LLC 3804 BLOCK PRINE RD LAKELAND, FL 33810 United States	<b>SHIP TO</b> Lakeland Linder International Airport 3900 Don Emerson Drive, Suite 210 Lakeland, FL 33813 United States	<b>Purchase Order</b> ORDER NUMBER 293586 REVISION 0 PAGE NUMBER 1
<b>BILL TO</b> City of Lakeland City Hall Accounts Payable 228 South Massachusetts Ave Lakeland, FL 33801 Email: cityhallAP@lakelandgov.net	<b>Reply To:</b> Purchasing & Stores Division 1140 E. Parker Street Lakeland, Florida 33801 Phone: 863.834.6780 Fax: 863.834.6777 TDD: 863.834.8333 Email: purch@lakelandgov.net	

**VENDOR #** 136239      **REVISED DATE/BUYER** 27-MAR-23 L AIsbaugh  
**PAYMENT TERMS** Net 30      **FREIGHT TERMS** Prepay & Add      **SHIP VIA** BEST WAY      **CONFIRM TOTELEPHONE** ()  
**F.O.B.** Destination

ITEM	PART NUMBER/DESCRIPTION	PROMISED BY	QUANTITY	UNIT	UNIT PRICE	LINE TOTAL
1	Interior Office Repairs at 3240 Flightline Drive -BID# 3060			LOT		78,413.05
					<b>TOTAL</b>	78,413.05

No federal excise or state sales tax shall be included in price.  
 State Sales Tax Certificate # 85-8012621615C-3  
 Federal Exemption # 59-6000354

This purchase order is subject to City of Lakeland's standard terms and conditions contained on the Purchasing Division's website at [www.lakelandgov.net/departments/purchasing/](http://www.lakelandgov.net/departments/purchasing/), which are hereby incorporated by reference and made a part hereof.

Mark D. Raiford, Purchasing Manager

Company ID Number: 2151601

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 2151601

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 2151601

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

**Company ID Number:** 2151601

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 2151601

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 2151601

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 2151601

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 2151601

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

**Company ID Number:** 2151601

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 2151601

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 2151601

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

**Company ID Number:** 2151601

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2151601

**Approved by:**

<b>Employer</b> JCR CONSTRUCTION SERVICES LLC	
<b>Name (Please Type or Print)</b> JAROLD PAYAN	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/17/2023
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/20/2023



Company ID Number: 2151601

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
<b>Company Name</b>	JCR CONSTRUCTION SERVICES LLC
<b>Company Facility Address</b>	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
<b>Company Alternate Address</b>	
<b>County or Parish</b>	POLK
<b>Employer Identification Number</b>	464843003
<b>North American Industry Classification Systems Code</b>	236
<b>Parent Company</b>	
<b>Number of Employees</b>	5 to 9
<b>Number of Sites Verified for</b>	1 site(s)



Company ID Number: 2151601



Item 8.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



**Company ID Number:** 2151601

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name JAROLD PAYAN  
Phone Number 8636604704  
Fax  
Email icrconstructionservices@gmail.com

Name Tammv L McCue  
Phone Number 8635955533  
Fax  
Email tammvlmccue@gmail.com



Company ID Number: 2151601



This list represents the first 20 Program Administrators listed for this company.

# THE TOWN OF DUNDEE, FLORIDA



## REQUEST FOR PROPOSAL FOR

**Dundee Fire Department Engine Bay Door Replacement**

**RFP NUMBER: 23-02**

**Responses are due by July 18, 2023 at 4pm**

### MAIL OR DELIVER RESPONSES TO:

Town of Dundee  
Attn: RFP 23-02  
202 East Main Street  
PO BOX 1000  
Dundee, FL 33838

### Contact:

Trevor Douthat, Town Clerk  
Town of Dundee  
Email: [TDouthat@TownofDundee.com](mailto:TDouthat@TownofDundee.com)  
(863) 438-8330, Ext 258

**TABLE OF CONTENTS**

REQUEST FOR PROPOSAL

TERMS AND CONDITIONS

WORK SUMMARY

PROPOSAL/BID FORM

DRAWINGS/DEPICTIONS

AFFIDAVIT CERTIFICATION IMMIGRATION.....A1

AFFIDAVIT NONCOLLUSION .....A2

CERTIFICATION OF DRUG-FREE WORKPLACE .....A3

SALES TAX SAVINGS FORM .....A4

**Please note that the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-02, re-advertise RFP 23-02, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**



**RFP 23-02**  
**FY 2022-2023 ENGINE BAY DOORS REPLACEMENT**  
**FIRE DEPARTMENT**

Sealed Bids marked “**SEALED BID – FY 2022-23 DUNDEE FIRE DEPARTMENT ENGINE BAY DOOR REPLACEMENT**” will be received by the Town Clerk of the Town of Dundee, Florida, until **4pm on July 18, 2023** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Contractor shall furnish all labor, materials, equipment, and supervision necessary for the demolition of the existing floor plan/engine bay doors (see attached **Exhibit “A”**), the removal and disposal of all materials, and the construction of the improvements/new engine bay doors. **Exhibit “A”** is attached hereto and made a part hereof by reference.

Contractor shall be responsible for complying with applicable law, and Contractor shall submit all plans to the Town of Dundee for approval and permitting.

On Wednesday, July 19, 2023 at 2:00pm bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A Mandatory Site Visit will be held at 105 Center Street, Dundee, Florida 33844, on Wednesday, June 28, 2023, at 11:00 AM. The site visit is mandatory. No proposal shall be accepted from a party that was not present for the mandatory site visit.

A Mandatory Pre-Bid meeting will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, at 11:45am, Wednesday, June 28, 2023, for the purpose of answering any questions bidders may have in reference to the project(s). **The Pre-Bid meeting is mandatory and a material requirement of this RFP 23-02.**

The project specified shall be furnished in accordance with this Request for Proposal, Work Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Interim Town Clerk until 3:30pm on Wednesday, July 5, 2023. For more information regarding this RFP 20-02, please contact **Trevor Douthat, Town Clerk, (863) 438-8330** or by e-mail at [tdouthat@townofdunde.com](mailto:tdouthat@townofdunde.com).

open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

**An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Trevor Douthat, Town Clerk, Town of Dundee, Florida, and marked RFP 23-02: DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT**

The Town of Dundee welcomes your response to this RFP 23-02. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP 23-02 at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP 23-02. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

**The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this RFP 23-02, re-advertise RFP 23-02, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.**



## TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

### 1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request for **DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT** No. 23-02 (the “RFP”) to the contrary, the obligation of the Town of Dundee (the “Town”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.
- e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida’s public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public

records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, [tdouthat@townofdundee.com](mailto:tdouthat@townofdundee.com), P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

**If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.**

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

## 2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
- i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
  - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
- i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
  - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

### 3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

### 4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

## 5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

## 6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

**If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.**

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

**The formal written protest shall contain the following:**

- i) Town bid number and/or title (if applicable);
  - ii) Name and/or address of the Town department, division or agency affected;
  - iii) The name and address of the affected party;
  - iv) The title and position of the person submitting the protest;
  - v) A statement of disputed issues of material fact;
  - vi) If there are no disputed material facts, the written letter must so indicate;
  - vii) Concise statement of the facts alleged;
  - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
  - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
  - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
  - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
  - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
  - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
  - h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
  - i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

## 7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.



- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

#### **8) PRICES, TERMS, AND PAYMENT:**

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

#### **9) SUBMITTING A "NO BID" OR A "NO CHARGE":**

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

#### **10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:**

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

#### **11) SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

#### **12) INVOICING AND PAYMENT:**

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

### **13) WITHDRAWAL OF PROPOSALS:**

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

### **14) NONCOLLUSION AGREEMENT:**

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

### **15) REJECTION OF BIDS:**

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

**The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.**

### **16) STATEMENT OF QUALIFICATIONS:**

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

**The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.**

#### **17) AWARD OF CONTRACT:**

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
  - i) Evaluations and quality of performance on previous projects;
  - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
  - iii) Ability to fulfill the contract within the time specified, without delay;
  - iv) Character, integrity, reputation, judgment, experience and efficiency;
  - v) Previous compliance with laws and ordinances relating to the contract;
  - vi) Sufficiency of the financial resources to fulfill the contract;
  - vii) Quality, availability and adaptability of the supplies or contractual services;
  - viii) Ability to provide future maintenance and service, as required or needed; and
  - ix) Number and scope of conditions attached to the bid.

#### **18) OTHER GOVERNMENTAL ENTITIES:**

The Town encourages and agrees to the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

### **19) PERFORMANCE:**

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

### **20) SERVICE AND WARRANTY:**

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

### **21) GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

**22) PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

**23) EQUAL EMPLOYMENT OPPORTUNITY:**

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

**24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
  - i) The Division/Department to which the material was shipped.
  - ii) The chemical name and the common name of the toxic substance.
  - iii) The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosivity, and reactivity;
    - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

## **25) TIE BIDS:**

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

## **26) NOTICE:**

- a) 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 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 construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- b) 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 One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

## **27) UNAUTHORIZED ALIEN(S):**

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov](http://www.dhs.gov) le-verify or contact USCIS at **1-888-464- 4218**.

## **CONSTRUCTION-RELATED CLAUSES**

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.



The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

**28) ERRORS:**

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

**29) UNIT PRICES:**

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

**30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:**

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) **BID PRICES.**

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) **ORDERING.**

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

- ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
  - iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.
- c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the Town in care of the Contractor.
- ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**
- iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

### **31) INSPECTION:**

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
  - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
  - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
  - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
  - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

### **32) SUPERVISION:**

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

### **33) ACCIDENT PREVENTION:**

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

#### **34) CLAIMS FOR ADDITIONAL PAY:**

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

#### **35) FITTING AND COORDINATION OF THE WORK:**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### **36) SUB-CONTRACTING:**

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

#### **37) MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

**38) LINES AND GRADES:**

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

**39) ASSIGNMENT OR NOVATION:**

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

**40) OTHER CONTRACTS:**

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

**41) PATENT INFRINGEMENT:**

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

**42) SHOP DRAWINGS:**

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

**43) PLANS AND SPECIFICATIONS:**

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

#### **44) SUB-SURFACE DATA:**

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

#### **45) FACILITIES, MATERIALS, AND EMPLOYEES:**

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement

thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

#### **46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:**

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

#### **47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:**

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

#### **48) PROTECTION OF MONUMENTS:**

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

#### **49) USE OF PREMISES:**

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

#### **50) WORK PROGRESS:**

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the



Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

#### **51) REQUESTS FOR INTERPRETATION AND INFORMATION:**

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

#### **52) DISPUTES:**

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

### **53) CONTRACTOR INSURANCE:**

**For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:**

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

**(1) Worker’s Compensation Insurance:**

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: “Statutory”
- (ii) Part Two: \$500,000.00      Each Accident  
  \$500,000.00      Disease-Policy Limit  
  \$500,000.00      Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

**(2) General Liability Insurance:**

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

(b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00      General Aggregate
- (ii) \$1,000,000.00      Products/Completed Operations Aggregate
- (iii) \$1,000,000.00      Personal and Advertising Injury
- (iv) \$1,000,000.00      Each Occurrence

**(3) Automobile Liability Insurance:**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

**(4) Property Insurance:**

(a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment<sup>1</sup>. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

(b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (I 00 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
  - ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
  - iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
  - iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

#### **54) INDEMNIFICATION:**

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
  - ii) Any and all bodily injuries, sickness, disease or death;
  - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
  - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
  - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
  - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
  - c) This contractual indemnity shall survive the termination of this Contract.
  - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

#### **55) BID BOND:**

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

#### **56) PERFORMANCE AND PAYMENT BOND:**

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the



contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

#### **57) BONDING COMPANY QUALIFICATIONS:**

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
  - i) Minimum rating of “A-” or better;
  - ii) Financial Size Category of “VII” according to the A.M. Best Company; and
  - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

**58) PAYMENT:**

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

**59) LIENS:**

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

**60) GUARANTEE:**

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
  - i) The work performed and/or materials supplied; and
  - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

**61) THE CONSTRUCTION AGREEMENT:**

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

**62) CONSTRUCTION SCHEDULE:**

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**63) FINAL INSPECTION:**

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

**64) CONSTRUCTION AND CONSULTING EVALUATION:**

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

## WORK SUMMARY

### PART 1 – GENERAL

- 1.01 – WORK BY CONTRACTOR
- 1.02 – CONTRACTOR USE OF SITE
- 1.03 – SEQUENCE OF WORK

### PART 2 – PRODUCTS

### PART 3 – CONTRACT CLOSEOUT

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### PART 1 – GENERAL

#### 1.01 – WORK BY CONTRACTOR

**A.** The “FY 2022-23 DUNDEE FIRE DEPARTMENT ENGINE BAY DOORS REPLACEMENT” is located at 105 Center Street, Dundee, Florida 33838 and includes, but shall not be limited to, the furnishing of all labor, materials, equipment, and supervision necessary for the demolition of the existing floor plan/engine bay doors (see attached **Exhibit “A”**), the removal and disposal of all materials, and the construction of the improvements/new engine bay doors. The improvements/new engine bay doors will require modification(s) to the structure in order to for proper installation and functioning of the new engine bay doors. In order to construct the improvements/new engine bay doors, the services and work to be performed by the Contractor shall include, but not be limited to, the following:

1. The door color should be red sectional with impact clear glass in 3<sup>rd</sup> and 4<sup>th</sup> sections. Contractor shall be responsible for permits and must submit drawings and designs to the Town of Dundee Building Department and/or Development Services staff for review and approval.
2. Contractor shall install. 2-16” masonry block columns in large bays with 2 #5 rebar epoxy to lintel and slab. Poured solid.
3. Install 1 – custom 10ft x 12ft overhead door.
4. Install 1 – custom 9ft x 10ft overhead door.
5. Install 2 – custom 11ft 6in x 12ft overhead doors.
6. Install 1 – custom 12ft x 12ft overhead door.
7. Install 5 – ¾ HP Hoist operators 115v single phase – with remotes (1 remote each)
8. Stucco and paint 2 columns to match existing building.

**B.** Project to be completed in accordance with the Contract Documents which includes, but is not

limited to, Work Summary, Terms and Conditions and the request for proposal.

- C. If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.

## **1.02 – CONTRACTOR USE OF SITE**

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.
- D. All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump sum basis.

## **1.03 – SEQUENCE OF WORK**

- A. The Town of Dundee reserves the right to determine what locations will be completed and in what order.

## **PART 2 – PRODUCTS**

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

## **PART 3 – CONTRACT CLOSEOUT**

### **1.1 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

### **1.2 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.

- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish and construction facilities from the site.

**1.3 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**1.4 WARRANTIES**

- A. All work, materials, and workmanship shall be warranted for a minimum of one (1) calendar year from the date of acceptance by the Town of Dundee.



**BID FORM  
FY 2022-2023 ENGINE BAY DOOR REPLACEMENT  
FIRE DEPARTMENT**

RETURN DATE: Tuesday, July 18, 2023  
 RETURN TO: Office of the Town  
 Clerk Attn: RFP 23-02  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

**Bid Alternate**

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

**ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

Company Submitting Bid: \_\_\_\_\_

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

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

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.**



EXHIBIT – A



**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

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

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

Signature \_\_\_\_\_

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

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

Title \_\_\_\_\_

PRIVATE PROVIDER FIRM \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_ Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

**I \_\_\_\_\_ (“Affiant”), being first duly sworn, deposes and says that:**

- (1) Affiant is \_\_\_\_\_ (insert job title) of \_\_\_\_\_ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME \_\_\_ Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

**CERTIFICATION OF DRUG-FREE WORKPLACE**

I \_\_\_\_\_ (“Undersigned”), certify that:

- (1) Undersigned is \_\_\_\_\_ (insert job title) and duly authorized to act on behalf of the Contractor \_\_\_\_\_ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) 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.
  - (b) 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.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), 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 contendere to, any violation of Chapter 893 of the Florida Statutes 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.
  - (e) 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.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, \_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: \_\_\_\_\_ NAME OF ENTITY: \_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

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

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

PRINT NAME: \_\_\_\_\_

**SALES TAX SAVINGS FORM**

**CONTRACT NUMBER:** \_\_\_\_\_

**NAME OF PROJECT:** \_\_\_\_\_

<b>MATERIALS</b>	<b>(1) Amount in Contract</b>	<b>(2) Sales Tax</b>	<b>(3) Net Amount</b>

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION, LAKE MARIE UPDATE
- SUBJECT:** Town Commission will receive an update on Lake Marie from Utilities Director Tracy Mercer
- STAFF ANALYSIS:** High water levels are making the recreational path around Lake Marie unsafe and unusable. Update on the pumping of surface water from Lake Marie to Lake Ruth to resolve the walking path issue.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** N/A
- ATTACHMENTS:** Photos



# TOWN COMMISSION MEETING

July 25, 2023 at 6:30 PM

- 
- AGENDA ITEM TITLE:** DISCUSSION, WASTEWATER TREATMENT PLANT UPDATE
- SUBJECT:** Town Commission will receive an update on the Wastewater Treatment Plant from Utilities Director Tracy Mercer.
- STAFF ANALYSIS:** Wastewater Treatment Plant is functioning on one train (1/2 plant). Repairs were needed to aeration basin and clarifier normally submerged under sewer water. The removal of the water has revealed additional repairs to be completed before returning to services.
- FISCAL IMPACT:** None
- STAFF RECOMMENDATION:** N/A
- ATTACHMENTS:** Photos