

EL JOBEAN WATER ASSOCIATION, INC.

REQUEST FOR QUALIFICATIONS RFQ #2025-01

ADVERTISED: Daily Sun, February March 14, 2025

RESPONSES ARE DUE BY:
Friday, April 25, 2025 by 12:00 PM

MAIL RESPONSES TO:

El Jobean Water Association, Inc.
Jennifer Barron
PO BOX 27149, El Jobean, FL 33927

OR DELIVER TO:

El Jobean Water Association, Inc.
Jennifer Barron
14410 Pambar Ave, Port Charlotte, FL 33953

Contact: Jennifer Barron, [941-625-5578](tel:941-625-5578) or eljowater@gmail.com

REQUEST FOR QUALIFICATIONS

RFQ #2025-01

PROFESSIONAL ENGINEERING SERVICES FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE WATER ASSOCIATION BUILDING PROJECT

SECTION ONE

In accordance with the “Consultants Competitive Negotiation Act” (F.S. 287.055), the El Jobean Water Association, Inc., Florida is seeking Statements of Qualifications from Florida registered engineering firms for a project that will consist replacement of the Associations Office Building that was destroyed by Hurricane Ian. Engineering services shall include completing a Preliminary Engineering Report (see attached guidelines) and Environmental Report; design; permitting; prepare construction documents; assist with construction bidding; provide certifications for required clearances; and construction administration and inspection through completion of the construction. Grant Administration services shall include, but not be limited to: review and develop necessary policies and procedures; monitor contractors and project activities to ensure program compliance; coordinate with USDA; develop and administer contract(s); track and manage program funds in compliance with program guidelines; provide reports and technical assistance required to complete the grant program. All engineering services are to comply with USDA requirements in [RUS Bulletin 1780-26 \(2024 Updates\)](https://www.rd.usda.gov/sites/default/files/UWP_Bulletin_1780-26.pdf) ([usda.govhttps://www.rd.usda.gov/sites/default/files/UWP Bulletin 1780-26.pdf](https://www.rd.usda.gov/sites/default/files/UWP_Bulletin_1780-26.pdf)).

1.01

The El Jobean Water Association, Inc. is requesting a statement of qualification proposals from firms interested in providing Planning, Design and Engineering services under the **USDA Disaster Recovery grant**. Proposals will be accepted **until 12:00 p.m. EST on Friday, April 25, 2025**, in the office of the El Jobean Water Association, Inc., located at 14410 Pambar Ave, Port Charlotte, FL 33953.

Procurement and contracting for all services shall conform to USDA guidelines as well as the state and federal regulation. All records shall be maintained in accordance with state and federal USDA requirements.

All proposals shall remain valid for a period of ninety days (90) beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Association will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. The El Jobean Water Association, Inc. declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the Association. An award, if made, will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Section 2.0 of this Request for Proposals.

Each proposal will be reviewed to determine if the proposal is responsive to the RFQ. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor

documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

The Association reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the El Jobean Water Association, Inc..

PROPOSED CALENDAR OF EVENTS

Questions Due	April 18, 2025 by 12:00 PM
RFQ Response	April 25, 2025 by 12:00 PM
Evaluation Committee Meeting	May 14, 2025 TBA
Recommended Ranking to Board	May 21, 2025

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Association does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Request for Qualifications.

1.03 PROPOSAL REQUIREMENTS

One (1) original response, marked “Original,” five (5) copies marked “Copy,” and one (1) flash drive of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. NON-COLLUSION AFFIDAVIT: Any person submitting a response to this RFQ must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. DRUG-FREE WORKPLACE FORM: Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

C. PROHIBITED COMMUNICATION: Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any Board Member or Board Member's staff, or any Association employee authorized to act on behalf of the Board to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, Association Board of Directors or, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a Association department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action, which ends the solicitation process.

1.05 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ and other contract documents and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the Purchasing Agent.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on the Association's Purchasing Website, or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents, and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04.

1.10 CONTENT OF SUBMISSION

The submission in response to this RFQ shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Submissions shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must provide adequate documentation to certify the Respondent's compliance with the Association Board's requirements. Respondents should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states:

“REQUEST FOR QUALIFICATIONS - ENGINEERING SERVICES –WATER ASSOCIATION BUILDING PROJECT”

The cover page should contain Respondent’s name, address, telephone number, and the name of the Respondent’s contact person.

B. Tabbed Sections

Tab 1. Narrative/Self-Analysis/Statement of Qualifications

The Respondent shall provide a history of the organization, its areas of special expertise, and how the organization will fulfill the needs of the Association if awarded a contract pursuant to this RFQ process.

Respondents shall include the following information:

1. A description of your organizational structure (i.e., publicly held corporation, partnership, etc.).
2. Confirm that you are licensed in the State of Florida and provide documentation.
3. Briefly describe your company’s organization, philosophy, and management. Also, please provide a brief company history.
4. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal’s implementation
5. How long has your organization been providing these services?

Tab 2. References

Each Respondent shall provide at least three (3) public sector references for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract reference, and time period services were provided
- Brief summary of services provided to reference, and comparison of the referenced services to these proposed services

Tab 3. Staffing

It is anticipated that the primary Respondent indicated in the response to this RFQ shall be the primary person providing services to the Association, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the Association. Respondents shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members.

In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

Tab 4. Pending/Past Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved within the past five (5) years.

Tab 5. Association Response Forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 5:

- Vendor Information and Signature Form
- Drug Free Workplace Certificate
- Conflict of Interest Disclosure Statement
- Non-Collusion Statement

Tab 6. Proposed Contract

Respondent shall provide a formed contract that may be considered by the Association. Any proposed contract shall be subject to negotiation with the Association and approval by the Association in the event Respondent receives an award to provide the required services.

Tab 7. Additional Materials

Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked "Additional Materials". Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualification and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents, if addressed to the individual and address indicated in the Notice of Request for Qualifications and received prior to response due date and time.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the Association Board of Directors.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Qualifications. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The Association Board of Directors reserves the right to reject any and all responses and to waive technical errors and

irregularities as may be deemed best for the interests of the Association. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the Association Board of Directors. Final selection of the successful respondent(s) shall be made by the Association Board of Directors at a noticed public meeting.

1.15 INDEMNIFICATION

A. The Respondent shall defend, indemnify and hold harmless the El Jobean Water Association, Inc. from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Association) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.

B. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.

C. The successful Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the Association's review or acceptance of insurance maintained by the Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract.

- a.** Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury and Property Damage Liability.
- b.** Business Automobile Liability insurance in the amount of \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.
- c.** Workers' Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida Laws including Employers' Liability which meets all state and federal laws.
- d.** Professional Liability/ Errors or Omissions insurance as appropriate for the type of business engaged in by the respondent shall be purchased and maintained by the Respondent with minimum limits of not less than \$1,000,000 combined single limit.

All policies must be endorsed to provide the Association within thirty (30) days with a written notice of cancellation or restriction except for nonpayment of premium. The Vendor shall provide the Association with certificates of insurance showing the existence of coverage required by this RFQ.

SECTION TWO EVALUATION CRITERIA

2.0 EVALUATION CRITERIA

1. Proposal Evaluation Committee and Evaluation Process:

A. Evaluation Committee

The Association shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

B. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The Association will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

C. Award without Presentations

The Association may evaluate and award a Contract based on responses to this Request for Qualifications without discussions or oral presentations. Therefore, each response to this RFQ should contain the Proposer's best terms and conditions for consideration.

D. Ranking

The Committee will evaluate and rank the Proposers by category as set forth in the preceding section entitled "Evaluation Criteria" and based upon that scoring will rank the respondents on an ordinal scale. The resulting score sheet will be submitted to the Purchasing Director to determine the rank order of the respondents.

E. Authority to Award

Contracts negotiated as a result of this RFQ will be presented to the El Jobean Water Association, Inc. Association Board of Directors for final award.

F. Reserved Rights

The Association, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposals received as a result of this RFQ.

1. USDA and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. The Association does not guarantee the award of any Contract as a result of this solicitation process.

2. Scoring Criteria:

1. The years of experience of the firm working with grant funded projects. **20 points**
2. The years of experience of the staff that will work on the project with similar grant, design, and construction projects. **30 points**
3. Understanding or ability to understand El Jobean Water Association, Inc.'s local conditions including environmental concerns and permitting requirements. **30 points**
4. Number of favorable client reference letters dated 2018 or later provided from other communities. Please note, only one (1) letter per community will be accepted. **20 points**

The El Jobean Water Association, Inc. shall evaluate the respondent's qualifications, rank the qualifications from all respondents, and negotiate a Contract for the Work according to the regulations applicable to companies that perform professional architectural, engineering, landscape architecture or surveying and mapping services as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

The evaluation committee shall make a recommendation to the Association Board of Directors but the final decision rests with the Association Board of Directors. The Association Board of Directors reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the El Jobean Water Association, Inc..

SECTION THREE RESPONSE/BID FORMS

INSURANCE

The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by El Jobean Water Association, Inc.. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is “preferred”; however, other ratings if “Secure Best Ratings” may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. El Jobean Water Association, Inc. does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor’s interests or liabilities but are merely minimums.

Except for workers compensation and professional liability, the contractor’s insurance policies shall be endorsed to name El Jobean Water Association, Inc. as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the El Jobean Water Association, Inc., to the extent permitted by its insurance policies.

The contractor’s deductibles/self-insured retention shall be disclosed to the El Jobean Water Association, Inc. and may be disapproved by the El Jobean Water Association, Inc.. They shall be reduced or eliminated at the option of The El Jobean Water Association, Inc.. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of El Jobean Water Association, Inc., if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

If any insurance including professional liability is based upon a “claims made” basis, then prior to termination of the contract, the contractor at its expense shall purchase “tail coverage” insurance which will provide professional liability coverage to the contractor (Engineer) and County for a minimum term of 4 years after the termination of the Agreement or Engineer’s professional liability policy, whichever event occurs later.

Workers Compensation Coverage

The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.10(1) (g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond El Jobean Water Association, Inc.'s acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability

\$1,000,000 per occurrence minimum limit.

VENDOR INFORMATION AND SIGNATURE FORM

Vendor Name:	
Trade License (If applicable) :	
Contact Person(s) :	
Street Address with City, State and Zip Code:	
Mailing Address (If different from Above) :	
Phone Number:	
Fax Number:	
E-Mail:	
Proposer will do the work as:	____ Individual ____ Joint Venture ____ Partnership ____ Corporation
Date and State of Incorporation:	DATE: _____ STATE: _____
Name of partnership or joint venture:	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature: _____

Printed Name of Signer: _____

Date Signed: _____

Title of Signatory: _____

DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response 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 responses 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 employer's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3)** Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of El Jobean Water Association, Inc. All firms must disclose the name of any Association officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of El Jobean Water Association, Inc., or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of El Jobean Water Association, Inc. in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of El Jobean Water Association, Inc.:

Name of El Jobean Water Association, Inc. Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

NON-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause, or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any Subcontract or Agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the El Jobean Water Association, Inc., of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number



Calendar Year 2022 Disaster Water Grants Program | Simplified Preliminary Engineering Report Guide

Overview

The Calendar Year (CY) 2022 Disaster Water Grants Program is designed to assist communities by awarding grant funds to qualified entities for expenses related to water infrastructure systems in designated areas that were impacted by events that occurred during CY 2022 and were recognized through Presidentially Declared Disasters. In addition to damage repairs, these grants are also intended to develop system capacity and resiliency to reduce or eliminate long-term risks from future events.

A Preliminary Engineering Report (Report) is a planning document required by many state and federal funding agencies as part of the process of obtaining financial assistance for development of drinking water, wastewater, solid waste, and stormwater facilities. In this guide, you will find information to help you with the preparation of request information for engineering report to ***include the Professional Engineering (PE) Stamp or Seal.***

Project Justification

The preliminary engineering report should include population and median household income of the area to be served, and descriptions of the existing facility, proposed project and nature of the disaster that caused the problem(s) being addressed by the project. To meet these requirements, a preliminary engineering report is required that offers adequate justification of need, defines scope of the proposed work, and cost estimate.

The simplified engineering report template in items 1 thru 3 below may be considered for projects that are repaired-in-kind and that do not require funding from other Agency programs. *Projects that do not meet the preceding, must follow RUS Bulletin 1780-2, Preliminary Engineering Reports for the Water and Waste Disposal.* The following items are to be considered with simplified preliminary engineering reports:

1. **Scope of Work.** Describe work to be performed including type, amount and a brief description of engineering design parameters used.
2. **Cost Estimate.** Provide an itemized estimate of the total project cost based on the stated period of construction. Include development and construction, land, and rights, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project.
3. **System Resiliency and Water Reuse.** When possible, system resiliency and water reuse options should be considered.