

TOWN OF ST. LEO

34544 SR 52
P.O. Box 2479
Saint Leo, FL 33574
(352) 588-2622
fax (352) 588-3010
townclerk@townofstleo.org
www.townofstleo.org



Request for Quote Town Hall Drainage Solution

General Scope of Work

The Town of St. Leo is soliciting quotes from engineers for a comprehensive drainage solution for the St. Leo Town Hall property.

The building site is situated near the bottom of a hill. Water from the hill drains down one side and pools at the back of the building. There are three water retention areas. Typical summer rains result in water draining into two of them. Heavy rains cause utilization of the third. Plans shall include recommendations for roof water runoff.

Prior to submitting a quote and in order to be considered, the Engineering Firm is required to schedule a meeting with the Town Clerk to review the current conditions and problems. The selected Firm must be licensed and maintain general liability and worker's compensation insurance. The Town of St. Leo is an equal opportunity employer and drug-free workplace.

Submittal Requirements

To be considered, Engineering Firm must submit the following information:

1. A written quote containing a cost breakdown.
2. Proof of current insurance.
3. Documentation of current license.

Additional Minimum Requirements:

1. Complete the project within the time schedule to be determined upon selection.
2. Complete the project within the established budget.

The Selected Engineering Firm will be Required to Provide:

1. Digital and physical signed and sealed engineering plans.
2. An Insurance Certificate of Liability naming the Town of St. Leo as the additional insured.
3. Written acknowledgement of the State Requirements contained in Florida Statute Chapter 287.135.
4. Written acknowledgement of the State Requirements contained in Florida Statute Chapter 119.0701.

Quotes must be received in writing by the Town Clerk before 4:00 p.m. eastern time on July 3, 2019.

Submittals must be addressed or emailed to:

Andrea Calvert, CMC
Town Clerk
townclerk@townofstleo.org
P.O. Box 2479
34544 SR 52
Saint Leo, FL 33574

USPS Delivery

All Other

The Town will make every effort to follow the timetable outlined below; however, the process and dates will be modified if necessary.

Distribution of Request
Deadline for Submittal
Selection

Week of 6/10/19
4 p.m. 7/3/19
7/8/19

Attachments:

1. Property Layout
2. Topography with building
3. Topography without building
4. Florida Statute Chapter 287.135
5. Florida Statute Chapter 119.0701

Property Layout

Typical summer conditions

Retention Pond 1—fills with the most water

Retention Pond 2—fills with less water

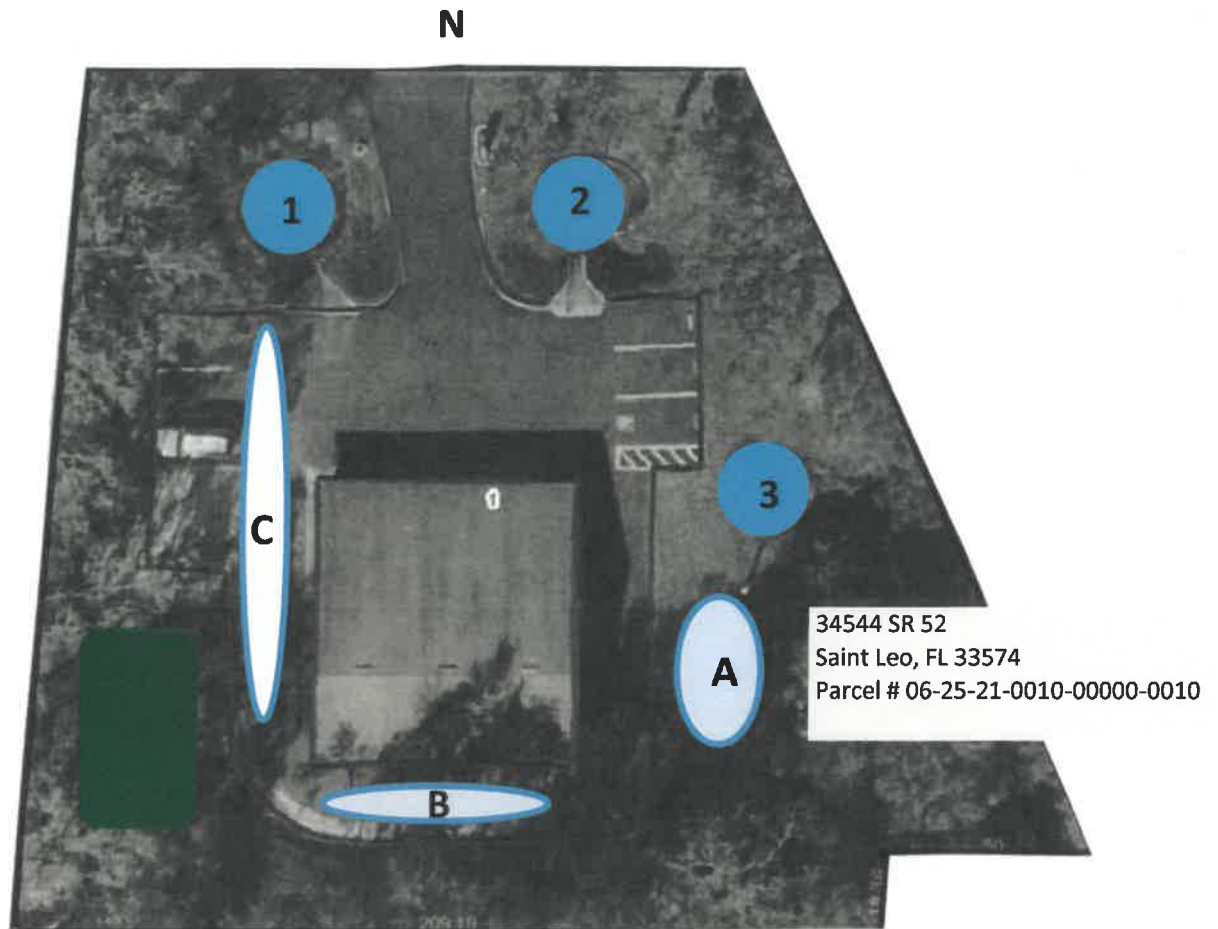
Retention Pond 3—fills only when very heavy rain

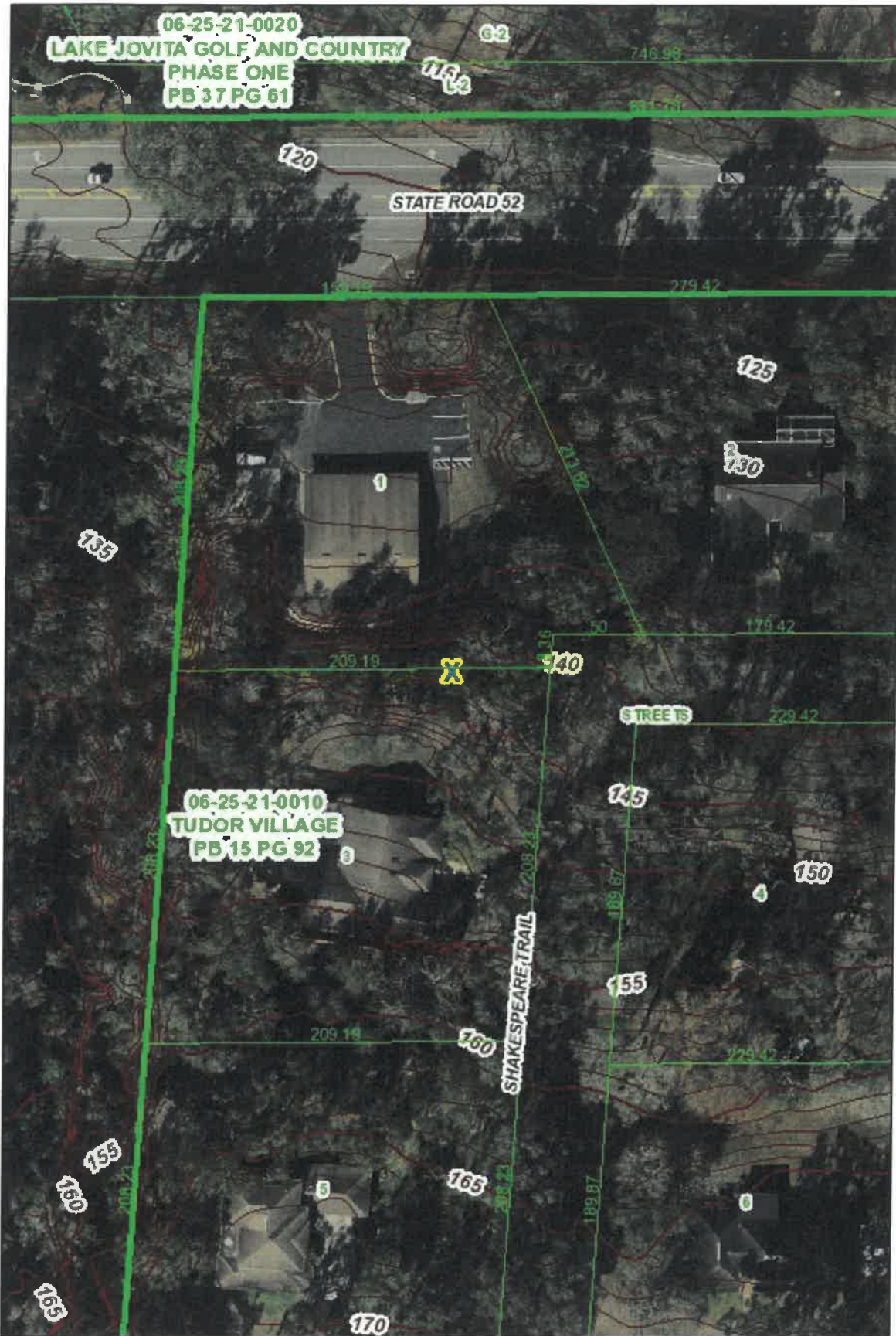
Green = elevated septic drainfield

Problem Area A—grass gets saturated

Problem Area B—water pools

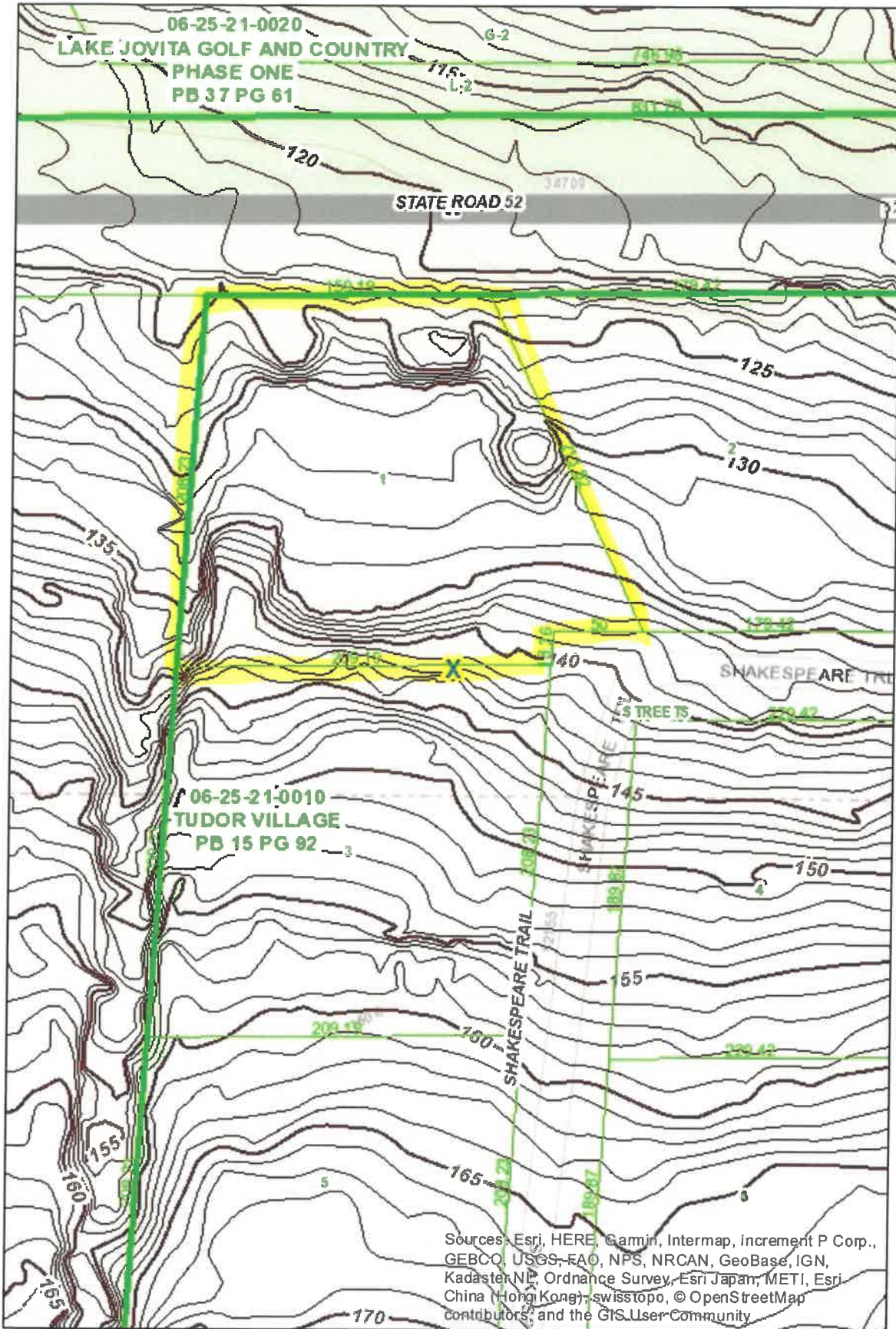
Problem Area C—water slowly drains





Pasco County





0 50 100 200 Feet

Pasco County

Job Name: _____
Contractor Signature: _____ Date: _____
Contractor Name: _____

Select Year: |

The 2018 Florida Statutes

Title XIX

Chapter 287

[View Entire Chapter](#)

PUBLIC BUSINESS PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.135 Prohibition against contracting with scrutinized companies. –

(1) In addition to the terms defined in ss. [287.012](#) and [215.473](#), as used in this section, the term:

(a) “Awarding body” means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

(b) “Boycott of Israel” has the same meaning as defined in s. [215.4725](#).

(c) “Business operations” means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

(d) “Local governmental entity” means a county, municipality, special district, or other political subdivision of the state.

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

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

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

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

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

(3)(a) Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after:

1. July 1, 2011, through June 30, 2012, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

2. July 1, 2012, through September 30, 2016, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

3. October 1, 2016, through June 30, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company:

a. Is found to have submitted a false certification as provided under subsection (5);

b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

d. Has been engaged in business operations in Cuba or Syria.

4. July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

(b) Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(4) Notwithstanding subsection (2) or subsection (3), an agency or local governmental entity, on a case-by-case basis, may permit a company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or a company engaged in business operations in Cuba or Syria, to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of \$1 million or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, under the conditions set forth in paragraph (a) or the conditions set forth in paragraph (b):

(a)1. With respect to a company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, all of the following occur:

- a. The scrutinized business operations were made before July 1, 2011.
- b. The scrutinized business operations have not been expanded or renewed after July 1, 2011.
- c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
- d. The company has adopted, has publicized, and is implementing a formal plan to cease scrutinized business operations and to refrain from engaging in any new scrutinized business operations.

2. With respect to a company engaged in business operations in Cuba or Syria, all of the following occur:

- a. The business operations were made before July 1, 2012.
- b. The business operations have not been expanded or renewed after July 1, 2012.
- c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
- d. The company has adopted, has publicized, and is implementing a formal plan to cease business operations and to refrain from engaging in any new business operations.

3. With respect to a company on the Scrutinized Companies that Boycott Israel List, all of the following occur:

- a. The boycott of Israel was initiated before October 1, 2016.
- b. The company certifies in writing that it has ceased its boycott of Israel.
- c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
- d. The company has adopted, has publicized, and is implementing a formal plan to cease scrutinized business operations and to refrain from engaging in any new scrutinized business operations.

(b) One of the following occurs:

1. The local governmental entity makes a public finding that, absent such an exemption, the local governmental entity would be unable to obtain the goods or services for which the contract is offered.
2. For a contract with an executive agency, the Governor makes a public finding that, absent such an exemption, the agency would be unable to obtain the goods or services for which the contract is offered.
3. For a contract with an office of a state constitutional officer other than the Governor, the state constitutional officer makes a public finding that, absent such an exemption, the office would be unable to obtain the goods or services for which the contract is offered.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the 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 have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

(a) If, after the agency or the local governmental entity determines, using credible information available to the public, that the company has submitted a false certification, the agency or local governmental entity shall provide the company with written notice of its determination. The company shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If the company does not make such demonstration within 90 days after receipt of the notice, the agency or the local governmental entity shall bring a civil action against the company. If a civil action is brought and the court determines that the company submitted a false certification, the company shall pay the penalty described in subparagraph 1. and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification.

1. A civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted shall be imposed.

2. The company is ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date the agency or local governmental entity determined that the company submitted a false certification.

(b) A civil action to collect the penalties described in paragraph (a) must commence within 3 years after the date the false certification is submitted.

(6) Only the agency or local governmental entity that is a party to the contract may cause a civil action to be brought under this section. This section does not create or authorize a private right of action or enforcement of the penalties provided in this section. An unsuccessful bidder, or any other person other than the agency or local governmental entity, may not protest the award of a contract or contract renewal on the basis of a false certification.

(7) This section preempts any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of:

(a) One million dollars or more with a company engaged in scrutinized business operations.

(b) Any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(8) The contracting prohibitions in this section applicable to companies on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or to companies engaged in business operations in Cuba or Syria become inoperative on the date that federal law ceases to authorize the states to adopt and enforce such contracting prohibitions.

History.—s. 1, ch. 2011-104; s. 2, ch. 2012-196; s. 42, ch. 2014-17; s. 2, ch. 2016-36; s. 1, ch. 2018-52.

Job Name: _____
Contractor Signature: _____ Date: _____
Contractor Name: _____

Florida Statute 119.0701 Required Public Records Language:

IF _____ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO _____ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-588-2622, TOWNCLERK@TOWNOFSTLEO.ORG , AND P O BOX 2479, SAINT LEO, FLORIDA 33574.

The Parties acknowledge that **TOWN** is a governmental body and subject to the Public Records Act and the Government in the Sunshine Act. _____ agrees that, to the extent that it may "act on behalf" of the **TOWN** within the meaning of Section 119.071 (1)(a), Florida Statutes, in providing its services under this Agreement, it shall:

Keep and maintain public records required by the **TOWN** to perform the service;

Upon request from the **TOWN'S** custodian of public records, provide the **TOWN** with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

- a) 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 _____ does not transfer the records to the **TOWN**;
- b) Upon completion of the contract, transfer, at no cost, to the **TOWN** all public records in possession of _____ or keep and maintain public records required by the **TOWN** to perform the service. If _____ transfers all public records to the **TOWN** upon completion of the contract, _____ shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If _____ keeps and maintains public records upon completion of the contract, _____ shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **TOWN**, upon request from the **TOWN'S** custodian of public records, in a format that is compatible with the information technology systems of the **TOWN**.
- c) Should _____ fail to provide the public records to the **TOWN** within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

Notwithstanding any other provisions of this Agreement, the failure to observe the Requirements of this Section will constitute a material breach of this Agreement.