

**VERO BEACH UTILITIES COMMISSION MEETING
TUESDAY, NOVEMBER 9, 2021 – 9:30 A.M.
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

A G E N D A

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES**
 - A) September 14, 2021**
- 3. PUBLIC COMMENT**
- 4. NEW BUSINESS**
 - A) Stormwater Master Plan Update – Mr. Matthew Mitts, Director of Public Works**
- 5. OLD BUSINESS**
- 6. CHAIRMAN’S MATTERS**
- 7. MEMBER’S MATTERS**
- 8. ADJOURNMENT**

This is a Public Meeting. Should any interested party seek to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the City’s Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

**VERO BEACH UTILITIES COMMISSION MINUTES
TUESDAY, SEPTEMBER 14, 2021 – 9:30 A.M.
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA**

PRESENT: Chairman, Jane Burton; Vice Chairman, John Cotugno; Members: Mark Mucher, Judy Orcutt and Indian River Shores Alternate Representative, Chris Hendricks
Also Present: Water and Sewer Director, Rob Bolton, Assistant City Attorney, Jenny Flanigan and Deputy City Clerk, Sherri Philo

Excused Absence: John Sanders

1. CALL TO ORDER

Today's meeting was called to order at 9:30 a.m. and the Deputy City Clerk performed the roll call.

2. APPROVAL OF MINUTES

A) August 10, 2021

Mrs. Orcutt made a motion to approve the minutes of the August 10, 2021 Utilities Commission meeting. Mr. Cotugno seconded the motion and it passed unanimously.

3. PUBLIC COMMENT

None

4. NEW BUSINESS

None

5. OLD BUSINESS

Mr. Cotugno said there were several statements made at their last meeting that he felt needed some follow up. He said one (1) statement was regarding the engineering firm selection process for the new Water Reclamation Facility (WRF). He felt that because this was such an important project, that the Commission should be given a report more often.

Mr. Rob Bolton, Water and Sewer Director, reported that the City is in negotiations for the costs to do the engineering work and all the other ancillary things that are associated with the construction of the new WRF with the firm that was chosen through the bid and interview process. Staff hopes to have this before the City Council in October.

Mr. Cotugno said another statement made was that the City was not going to do a rate study until the Indian River Shores (IRS) situation was settled. He said that based on previous information supplied to the Commission he knows that the new WRF would be like a module where they could add and subtract capacity. He asked based on that information and that the rate study is not going to be done until after the first of the year, how does that impact the design.

Mr. Bolton said it shouldn't because the design process would take at least a year. The rate study would probably start after the first of the year. He explained that there are three (3) components to the project, which are the design and construction, the financing plan, and the rate study. As they get further into the design they would do another cost evaluation, which would be something that the rate study would take into consideration.

Mr. Cotugno said that he is concerned about when those numbers would be available because they impact the ratepayers.

6. CHAIRMAN'S MATTERS

Mrs. Burton reported that she made a presentation to the City Council at their August 17, 2021, meeting regarding adding stormwater to the Utilities Commission responsibilities. The Council agreed, however the Commission would not have any say regarding rates.

Ms. Jenny Flanigan, Assistant City Attorney, reported that the City Council directed the City Attorney's office to draft an Ordinance, which would be heard at the September 21, 2021, City Council meeting. She noted that the City Council has not taken any official action on this yet.

7. MEMBER'S MATTERS

A) Discussion on the Septic Tank Pumping Inspection Report and Power Point Presentation "Septic Systems 101"– Requested by Mrs. Judy Orcutt

Mrs. Orcutt reported that at their last meeting there was some discussion regarding the septic tank inspection report and that they might be able to implement a stronger rule than what the State has. She then gave some history of the septic systems in Florida. She reported that prior to 1983 the Florida Department of Environmental Protection Agency (FDEP) showed that a reasonable density to protect water quality was one (1) septic system per acre. At that time, there was a lot of pressure from big development companies to accommodate new development so the State of Florida took septic permitting and regulations away from what was then called the Florida Department of Environmental Regulations (FDER) and transferred the control to the Florida Department of Health (FDH). Therefore, it shifted the focus away from water quality to human health concerns. In 1983 when that transfer occurred it resulted in septic system densities of five (5) to eight (8) per acre. Now they are redirecting the permitting and the regulation of septic tanks back to FDEP with the focus of water quality protection. The FDEP is currently going through the rule making process. She then gave a Power Point presentation (attached to the original minutes). She referred to the question on the Septic Tank Pumping Inspection Report, "*Prior to pumping, was the liquid level in the tank above the outlet tee.*" (report attached to the original minutes). She said to her that is a failure. She then referred to the question, "*Prior to pumping, was the liquid level in the tank below the outlet tee.*" She said that would tell her that there is a hole in the bottom of the tank. The next question states, "*While pumping the tank, did effluent flow back into the septic tank from the absorption system.*" Again, that is another failure. She asked the Commission members to look over the report prior to their next meeting. To her it seemed like some of the

questions were to gather information and some of them were a no brainer that there is a failure and they should connect.

B) Report on the Central Springs / East Coast Regional Water Supply Plan (2020 – 2040) / St. Johns River Water Management District – Requested by Mrs. Judy Orcutt

Mr. Bolton reported that the Water Supply Plan came out about one (1) month ago. He attended the Indian River Soil and Water Conservation (IRSWC) meeting yesterday and on their agenda were some letters that were forwarded to the St. John's River Water Management District, one (1) from the IRSWC and one (1) from Clean Water Coalition (CWC). He reported that they were kind of complaining that the Plan didn't address Indian River County. It was suggested at the meeting that Indian River County should look into doing their own water supply rather than relying on the State.

8. ADJOURNMENT

Today's meeting adjourned at 10:11 a.m.

/sp



City of Vero Beach Departmental Correspondence

To: Jane Burton, Chair, Utility Commission
From: Matthew T. Mitts, P.E., Director, Public Works
Subject: Stormwater Master Plan Update
Date: **October 21, 2021**

Background:

Public Works is soliciting requests for qualifications (RFQ) to engineering firms to develop a stormwater master plan (SWMP). The SWMP will incorporate stormwater management along with programs and projects to reduce nutrient loading to the Indian River Lagoon.

We are requesting review of the RFQ and comment from the Utility Commission. If the utility commission desires, a member of the utility commission who is a City resident can be appointed by the utility commission to participate in the selection committee for the RFQ process.

Recommendation:

- Place this item on the Tuesday November 9, 2021 meeting of the Utility Commission.
- Advise staff if the Utility Commission wishes to appoint one of its members who is a City resident to participate in the selection committee for the Stormwater Master Plan RFQ process.

Attachments:

- Request for Qualifications for Professional Engineering Services for Stormwater Master Plan

CITY OF VERO BEACH

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN**

RFQ NO. 270-21/JO

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – ROBERT BRACKETT

VICE MAYOR – REY NEVILLE

ROBERT MCCABE

HONEY MINUSE

RICHARD WINGER

CHARTER OFFICERS

CITY MANAGER – MONTE K. FALLS, P.E.

CITY CLERK - TAMMY K. BURSICK

CITY ATTORNEY – JOHN S. TURNER

TABLE OF CONTENTS

SECTION	PAGE NO.
Request for Statement of Qualifications	1 - 2
General Information	3 - 17
Consultant/Firm Certification	18
Drug-Free Workplace Statement	19
Equal Opportunity Statement	20 - 21
Certification Regarding Debarment	22
Scrutinized Company List Certification	23
Conflict/Non-Conflict of Interest Statement	24
Noncollusion Affidavit of Prime Bidder	25
E-Verify	26

CITY OF VERO BEACH, FLORIDA

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN
RFQ NO. 270-21/JO**

The City of Vero Beach, Florida (herein after "City"), pursuant to the "Consultants' Competitive Negotiation Act" (CCNA), section 287.055, Florida Statutes, as may be amended, hereby requests statements of qualifications and performance data from professional engineering, registered surveying and mapping firms, architects and individuals (hereinafter "Consultant"), that are duly licensed and registered to practice in the State of Florida, and that desire to render such services.

Request for Qualifications (RFQ) documents may be obtained from DemandStar.com, Inc. at <http://www.DemandStar.com>, telephone (206) 940-0305, or the City of Vero Beach Purchasing Division at purchase@covb.org or telephone (772) 978-5470.

The selected Consultant will scope, negotiate, and enter into an agreement for services with the City for the Stormwater Master Plan.

Services may include the performance of all preliminary, design, bidding and negotiation, and construction phase related services for general civil development and reconstruction projects, including, but not limited to, surveying, subsurface explorations, geotechnical analysis, civil, structural, environmental, mechanical, electrical, landscaping, architectural, planning, bidding and construction administration, resident inspection, technical studies, preparation of plans, specifications, construction contract documents, engineer's design reports, cost estimating and scheduling and site plan review.

Sealed statements of qualifications and experience will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Tuesday, November 16, 2021, and subsequently opened in a meeting to be held at City Hall in the Finance Department Conference Room, 1053 20th Place, Vero Beach, Florida, 32960.

All interested firms shall submit one (1) original and four (4) copies of their Statement of Qualifications and **provide one (1) USB drive that contains "all" of your documentation included in the original bid in a pdf format.** Submittals must be sealed and plainly marked, **"RFQ NO. 270-21/JO, PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN"** on the outside of the envelope and sent by mail to the City of Vero Beach, Purchasing Division, P.O. Box 1389, Vero Beach, Florida, 32961 or by courier to City of Vero Beach, Purchasing Division, 1053 20th Place, Vero Beach, Florida, 32960.

Only those firms submitting letters or statements of qualifications and experience which meet the requirements herein specified will be considered for the services contemplated, regardless of past contact with the City of Vero Beach, Florida, and/or other agencies, departments, divisions or staff personnel. Submittals that do not comply with the instructions set forth herein may be considered

improper and disqualified. This is not a request for a proposal. Selection will be based upon professional qualifications and experience.

Questions concerning the Request for Qualifications shall be directed to John O'Brien, Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, Telephone: (772) 978-5470, Email: purchase@covb.org. All questions regarding the RFQ must be submitted no later than November 2, 2021.

Issued at Vero Beach, Florida, this 14th day of October, 2021.

CITY OF VERO BEACH

MONTE K. FALLS, P.E.
CITY MANAGER

CITY OF VERO BEACH, FLORIDA
GENERAL INFORMATION
RFQ NO. 270-21/JO

1. BACK GROUND

The City of Vero Beach (CITY) is a coastal community along the Treasure Coast that provides stormwater flood protection and water quality treatment through a combination of operational and infrastructure programs.

The City is actively seeking qualified, experienced, and licensed firm(s) to deliver the Stormwater Master Plan as further described in the scope of services. Those firms who are interested in submitting statements of qualifications in response to this RFQ shall comply with submittal requirements.

The purpose of this project is to plan and develop a stormwater master plan (SWMP) for the City of Vero Beach. The City is approximately 13 square miles in area and contains over 80 miles of pipe, 20 miles of ditches, and 6,000 drainage structures.

Approximately 2 square miles of the City includes the Indian River Lagoon, an estuary of national significance. The Lagoon has been declared impaired due to excessive nutrient loading from total phosphorus (TP) and total nitrogen (TN). The City is a stakeholder in the Florida Department of Environmental Protection (FDEP) Central Indian River Lagoon Basin Management Action Plan (BMAP).

Upon completion, the SWMP will serve as a guide for improving the performance of the City's stormwater management system and to develop a capital and operations program for the next 10 years.

The SWMP will be issued in work orders as funding is made available for current and future needs of the SWMP.

2. SCOPE OF SERVICES

Update and verify stormwater drainage basins and sub-basins in City of Vero Beach for the purpose of future modeling efforts and project prioritization. The City has an existing GIS database of stormwater drainage basins that needs to be field proofed and updated to reflect real world conditions.

Propose a combination of capital improvement projects with associated design/construction costs that the City can construct and protective measures that individual homeowners can use to provide enhanced flood protection for the Oakmont Park residential subdivision. The subdivision is located south of 20th Street, east of 6th Avenue, west of Indian River Blvd, and north of 18th Street. The subdivision contains approximately 74 single family residences located within flood zone AE-5 and has experienced repeated

flood damages. The lowest finished floor in the subdivision is 3.84' NAVD, the highest is 5.44' NAVD, and the average is 4.57' NAVD.

Develop list of capital improvement projects (CIP) to improve water quality and flood protection within the City. CIP shall be ranked by need for project and nutrient removal efficiency based on reduction credits assignable to City under the City's Basin Management Action Plan (BMAP). CIP shall also provide level of increased maintenance, operation, and personnel funding required to support CIP program.

Develop a list of operation and maintenance improvements to enhance flood protection and water quality. Provide associated costs and nutrient removal efficiency. Prioritize based on cost-efficiency.

Collect field samples of street sweepings and update City's nutrient removal credit calculations. The City currently uses standard values from reference literature to calculate nutrient removal rates. Increased removal rates are accepted by the FDEP if backed up by samples collected from routine operations. Increased removal rates will generate more credits used by the City for the Lagoon BMAP.

In addition to projects proposed by the Consultant, the City is seeking engineering and regulatory due diligence for the following possible projects:

City Airport Runway Protection Zone Rapid Infiltration Basin (exfiltration trench):

The City Airport owns land west of 43rd Avenue approximately 21 acres in area encumbered by a runway protection zone servicing the City Airport. The land cannot be used for above ground retention, but may be suitable for an underground exfiltration / rapid infiltration basin for stormwater runoff.

Soil borings and technical analysis along with regulatory due diligence is required to determine the feasibility, benefits, and potential costs to design and construct a stormwater treatment facility at this location.

Pumping of water from the Indian River Farms Water Control District Main Relief Canal, approximately 1.3 miles south of the property, shall be considered. The City has existing pumping facilities previously used for re-use water at the intersection of 43rd Avenue and the Main Relief Canal that may be utilized.

Sexton Plaza Ocean Outfall Treatment Facility:

The City owns property developed as a parking lot with a stormwater outfall into the Atlantic Ocean at the intersection of Ocean Drive and Beachland Blvd. The drainage basin for this outfall serves approximately 42 acres of developed property.

Propose concepts for improvements to water quality and reduction of stormwater effluent. Solutions may include exfiltration trenches or other structural improvements such as low impact development infrastructure to the City's parking lot facility and rights-of-way within the drainage basin.

Jaycee Park / Bethel Creek Lagoon Outfall Treatment Facility:

The City owns a stormwater outfall into the Indian River Lagoon near its Bethel Creek property (4405 Florida A1A, Vero Beach, FL 32963) that serves a drainage basin including approximately 130 acres of developed property and State Road A1A.

The City owns property at Jaycee Park (4200 Ocean Drive, Vero Beach, FL 32963). A beach dune exfiltration system requiring pumping could be considered along with other stormwater quality improvements near the outfall or within the drainage basin.

Propose concepts for improvements to water quality and reduction of stormwater effluent delivered via the Bethel Creek outfall.

Review and propose recommendations to update the City's stormwater ordinances. Revisions should provide for increased flood protection, water quality, reduction of maintenance to City, and mitigation measures for sea level rise.

Provide recommendations to address sea level rise for City of Vero Beach. Recommendations would include items such as infrastructure improvements, ordinances, and other policy related items to protect the City from sea level rise based on 100-year projections.

Provide cost-efficient recommendations to improve the City's Community Rating System (CRS) score. Improved ratings for CRS aids homeowners by lowering flood insurance premiums. Show existing rates for city residents and potential savings with proposed improvements to CRS.

3. DEVELOPMENT COSTS

The City of Vero Beach, or its representative, shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ. Proposals shall be prepared economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

4. INQUIRIES

Interested parties having questions regarding this RFQ shall address their questions in writing to the Manager of Purchasing at the following address:

City of Vero Beach
Manager of Purchasing
P. O. Box 1389
Vero Beach, Florida, 32960
Phone: (772) 978-5470 FAX: (772) 770-6860 Email: purchase@covb.org

Prohibited Communications: With the exception of the scheduled, non-mandatory, site visit, potential bidders shall not communicate in any way with the City Council, City Manager, evaluation committee members, or City staff, other than Purchasing personnel, regarding this Request for Qualifications (RFQ) from the time of RFP advertisement through the award. Such communication may result in disqualification.

5. DELAYS

The City of Vero Beach reserves the right to delay or alter the schedule in the interest of the City of Vero Beach.

6. INSURANCE REQUIREMENTS

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Workers' Compensation

\$500,000 each accident
\$500,000 bodily injury by disease each employee
\$500,000 bodily injury by disease policy limit

Workers' Compensation insurance must meet mandatory statutory limits for employers with three or more employees.

2. **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

\$1,000,000 per occurrence/2,000,000 aggregate

Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

3. **Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

\$1,000,000 /combined single limit (CSL)

4. **Umbrella** - \$1,000,000 per occurrence. Otherwise, \$2,000,000 per occurrence, if the contract exceeds 180 days or \$300,000.

5. **Professional Liability** - SERVICE PROVIDER shall maintain in force, during the duration of this AGREEMENT and acceptance by CITY of the work performed by SERVICE PROVIDER, professional liability insurance providing coverage for all claims arising out of SERVICE PROVIDER's performance of the professional services under this AGREEMENT.

\$5,000,000 per occurrence

C. Policy Endorsements

The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s), containing language no less restrictive than ISO Form CG 20 10 11 85 (or if any update to CG 20 10 11 85, then CG 20 37 04 13 would also be required) and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

D. Certificates of Insurance

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

E. Contractor Insurance Primary; City Insurance Non-Contributing

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

F. Insurance Approval

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

G. Failure to Maintain Insurance

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.

7. SPECIAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Consultants shall be subject to the general control and approval of the City Manager. The Consultant shall not comply with requests and/or orders issued by other than the Director of Water and Sewer, or other department director specifically authorized by the City Manager for the City.

B. Period of Performance

The contract shall be effective upon contract execution and within such time frames as may be set forth therein. The selected Consultant(s) must be able to begin work within ten (10) days after execution of contract.

C. Termination

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party, but if any work or services hereunder are in progress and not complete on the date of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

- (1) Termination of Convenience. In the event that this contract is terminated upon request, and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
- (2) Termination for Cause. Termination by the City for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

8. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Contract Terms and Conditions and the Special Contract Terms and Conditions, and other schedules contained therein, the latter two shall take precedence.

9. INVOICING AND PAYMENT

Except as may otherwise be provided by the contract to be executed by the City and the Consultant to which the contract for this work is awarded, the following invoicing and payment conditions shall apply:

- (a) Consultant shall submit invoices (two originals) for each payment requested; such invoices to include a detailed breakdown of all charges.
- (b) Invoices shall include actual hours of performance by the Consultant's employees working on the project and shall include progress reports.
- (c) The City will pay all such invoices promptly, unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

10. INSTRUCTIONS FOR SUBMITTING PROPOSAL

A. Submittal Content and Format

Each RFQ submitted must be indexed and tabbed as indicated and shall include, but is not limited to the following:

TAB 1 - IDENTIFICATION OF PROPOSER: The Proposal shall include the names, offices, addresses, email addresses and phone numbers for Consultant/Team and sub-consultant staff that are proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of production will occur. The Proposal shall identify if the Consultant/Team or the Consultant's sub is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB 2 - PROJECT OVERVIEW: The Proposal shall include a description of the Consultant/Team's understanding of the Project. The Proposal shall include a statement acknowledging the Scope of Services. To demonstrate an understanding of the Scope of Services, the Consultant/Team shall develop an outline description of project deliverables and include it as an appendix to the Proposal. The lists of deliverables are to be appended to the Proposal and will not be counted in the page limit.

TAB 3 - PROJECT APPROACH: The Proposal shall provide a detailed description of the proposed approach to the Project as described above. The description shall include details to implement the tasks described in the Scope of Services. The Consultant/Team is encouraged to provide comments and enhancements to the scope provided in the RFQ. The Proposal shall include a discussion regarding the Project's technical issues and the Consultant/Team's approach to handling these issues. The Consultant/Team shall also explain how technical memos, workshops, and/or design review meetings will be used, working with the framework of the Scope of Services, to achieve consensus in design details. Emphasis should be placed on how the Consultant/Team's technical approach will promote the Project's success.

TAB 4 - MANAGEMENT APPROACH: The Proposal shall include a discussion regarding the Consultant/Team's management approach, including coordination and monitoring of project schedule, cost, risk, scope, communications, quality, resources, and other management issues that the Consultant/Team feels should be addressed. Emphasis should be placed on how the Consultant/Team's management approach will promote the Project's success. The Consultant/Team approach to quality control in the preparation of construction documents shall be clearly described in this section as well.

TAB 5-STAFF QUALIFICATIONS: The Proposal shall include a team member organizational chart and a listing and biography of key individuals proposed to be assigned to the project. Each individual's proposed position/responsibility shall be indicated. Special emphasis shall be provided on the individual's backgrounds, qualifications, certifications, experience on related and/or similar projects, and the location from where their work will be performed. The Proposal shall clearly indicate who will be in responsible charge of the project. At least three client references, including name, description of past working relationship, and

current contact information, shall be listed for each key individual who is proposed in the organizational chart. The Proposal shall identify staff who will be assigned to the project for construction support. Consultant/Team/Sub-consultant affiliation, and professional engineering licenses, including discipline and state of licensure, shall be designated for each individual. Full resumes, sorted first by Consultant/Team, then by last name, shall be included as an appendix to the Proposal, which will not be counted against the Page limit.

TAB 6 - RELATED PROJECT EXPERIENCE: The Proposal shall include profiles of similar projects that the Consultant/Team(s) and proposed team members have completed design in the last fifteen (15) years including project name, date, description and capacity of project, location, design and construction cost, and client reference including phone number. The Consultant/Team's role in the project should also be described (preliminary design, design construction management, etc., and prime Consultant, sub-consultant, etc.). For each project, indicate which proposed team members worked on the project and describe the role/work they performed and their levels of involvement. This section shall be limited to twelve (12) pages.

TAB 7 - PROJECT SCHEDULE: The Consultant/Team shall complete the Master Plan within six (6) months of the issuance of a notice to proceed.

TAB 8 – ADDENDUM AND STANDARD FORMS Please sign and include all addendums and required standard form in this Tab.

B. Submittal of the Proposal

1. Each Proposal submitted shall be signed by the individual Consultant or the authorized principals of the Consultant firm if other than an individual.
2. Sealed submittal of Qualifications will be received by the City's Manager of Purchasing until 2:30 p.m. on November 16, 2021 and subsequently opened in a meeting to be held at City Hall, in the Finance Department Conference Room at 1053 20th Place, Vero Beach, Florida, 32960. All interested firms and individuals shall submit one (1) original and four (4) copies of their submittal of Qualifications and **provide one (1) USB drive that contains "all" of your documentation included in the original bid in a pdf format.** Submittals must be in a sealed envelope or other cover that must be plainly marked with **"RFQ NO. 270-21/JO PROFESSIONAL ENGINEERING SERVICES FOR STORMWATER MASTER PLAN"** and shall also state the specific professional discipline for which the Request for Qualifications is published. Submitted materials may be sent by United States Postal Service mail to City of Vero Beach, Purchasing Division, P.O. Box 1389, Vero Beach, FL 32961-1389 or by courier or hand delivery to 1053 20th Place, Vero Beach, Florida, 32960.
3. Only those Consultants submitting Statements of Qualifications and Performance Data that meet the requirements specified will be considered for rendering the services contemplated, regardless of past contact or relations with the City.

4. Submittals that do not comply with the instructions set forth herein may be considered improper and disqualified at the City's option.

5. Statements of Qualifications may be withdrawn by notifying the Purchasing Division, either by written notice, telegram, or in person, at any time prior to the above stated Statement of Qualifications submittal deadline.

11. SELECTION PROCESS

In order to be considered, the Consultant must have provided services of similar scope, complexity and magnitude for similar-sized and like projects as the proposed project and must have demonstrated familiarity with Federal and State environmental regulations.

A. Short List

The City, at their sole option, will determine the number of Consultants "short-listed" (those Consultants to be interviewed).

The number of Consultants "short-listed" shall be no less than three (3), except where less than three (3) Proposals meeting minimum requirements as set forth herein are received, and the City deems that the number of such Proposals is sufficient.

The City may, solely at its own option, seek additional Proposals with this or a separate Request in the event it determines that the quantity and/or quality of Proposals received is insufficient to meet its needs and/or that award of a contract arising from this Request for Proposals would not be in the public interest.

B. Method of Selection

Evaluations must consider the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

The City shall convene an Evaluation Committee (Committee), the responsibility of which shall be as follows:

1. The Committee shall develop an evaluation and ranking criteria for use by each member.
2. Committee members shall independently rank each Consultant based on criteria previously established, in order of preference.

3. The Committee shall meet in a public meeting and develop a "short-list" of Consultants.
4. Each member of the Committee shall evaluate each Consultant/Team by assigning a number of points for each criterion as established by the committee and then totaling the number of points for all criteria. Each Committee member shall then rank the Consultant/Teams on the basis of the total number of points received for all criteria, with the Consultant/Team receiving the most points being ranked # 1. This will be the basis for developing a short list of qualified Consultants.
5. The Committee shall interview and further evaluate the selected short listed Consultants and based upon information learned during the interviews, each Committee member may change his or her ranking of Consultant/Teams. The evaluation process shall continue until the Committee declares the rankings final.
6. The Committee shall forward its recommendations in accordance with the ranking to the Department Head to negotiate a contract pursuant to the requirements of Florida law.
7. The City Council possesses sole authority to award a contract of the professional services sought herein.

C. Contract Negotiations

City staff will negotiate the language of a consulting contract with the first ranked Consultant. If staff is unable to negotiate a satisfactory contract with the first ranked Consultant, City staff will terminate negotiations with the first ranked Consultant and undertake negotiations with the second ranked Consultant and so forth until a satisfactory contract is agreed upon and the contract shall be approved by City Council.

D. Note to all Prospective Consultants

Instructions and/or conditions are set forth in the "Instructions for Submitting Qualifications" with respect to APPROVED METHODOLOGIES AND PROCEDURES incidental to clarification of any conditions, requirements or information provided herein or with respect to any responses to any questions arising from this Request for Qualifications. Potential and actual Consultants are hereby warned that they may not rely on responses to their question(s) by any person(s) whatsoever, expect those set forth herein. Potential and actual Consultants are hereby warned that the only data and information upon which selection will be based must be included in the firm's response to this Request for Qualifications and that any attempt to gain advantage outside the limits and/or conditions set forth herein by way of direct and/or indirect verbal and/or written communication in any fashion whatsoever (except when attempting to gain clarification of information, data, conditions or requirements set forth herein by such appropriate method(s) as are set forth herein) may be deemed to be inappropriate and grounds for disqualification by the City.

12. ACCEPTANCE OF CONTRACT

Upon successful negotiation of a Contract with a consultant, the contents of the consultant's proposed scope of work shall become a legal obligation. Failure of a consultant to accept this obligation will result in the cancellation of any award.

13. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a 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 s. 287.133 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

14. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Engineer shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

15. PROHIBITION AGAINST CONTINGENT FEES

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

16. CHOICE OF LAW; VENUE

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County,

Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

17. MINORITY BUSINESS STATEMENT

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

18. PUBLIC RECORDS COMPLIANCE

Engineer's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Engineer agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. ENGINEER'S records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY 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 for by law. If an ENGINEER does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project 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 CONSULTANT does not transfer the records to CITY.
- F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the ENGINEER or keep and maintain public records required by the CITY to perform the service. If the ENGINEER transfers all public records to the CITY upon completion of the contract, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon the completion of the contract, the

ENGINEER shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772) 978-4700, TBURSICK@COVB.ORG OR PO BOX: 1389, VERO BEACH, FL 32961.**

- G. An ENGINEER who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes. Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary with reference to the specific statutory exemption. Document files may be examined, during normal working hours.

19. PROCUREMENT PROCESS/POLICIES

A. Procurement Schedule

The anticipated schedule for selection process is as follows:

PROJECT BENCHMARKS	DATE
Request for Proposals available	October 14, 2021
RFQ Questions due to the City	November 2, 2021
Proposals due to the City	November 16, 2021 @ 2:30 p.m.
Proposal Evaluation Period	November 16 – December 16, 2021
Committee Short List (Top 3)	December 17, 2021
Consultant/Team Interview	January 10, 2022
Selection of Successful Consultant/Team	January 10, 2022
City Council Approval	March 1, 2022
Notice to Proceed	March 15, 2022

Note: The dates above are tentative and are subject to change

B. Information Provided by the City of Vero Beach

Proposers are solely responsible for conducting their own independent research, due diligence or any other work or investigation necessary for the preparation of a Proposal. The City of Vero Beach takes no responsibility for the accuracy or completeness of any information, either

oral or written, provided during this procurement process. Should a Proposer find discrepancies or omissions in this RFQ or other information provided by the City of Vero, the Proposer shall notify the City immediately in writing. If the City believes the information in question is inaccurate or the point in question is not clear, the City will prepare a written addendum to the RFQ and post to the Demandstar. Before submitting a Proposal, Proposers are encouraged to visit the proposed facilities area and/or read available reference documents included as attachments to this RFQ.

CONSULTANT/FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Consultant or firm receiving a contract or award resulting from the Request for Qualifications issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME: _____

TITLE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DATE: _____

**DRUG-FREE WORKPLACE COMPLIANCE FORM
IDENTICAL TIE BIDS**

Preference shall be given to business 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 procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has 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 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 employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1) **Nondiscrimination:** The Engineer, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of sub-engineers, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Sub-engineers, including Procurements of Materials and Equipment:** In all solicitations made by the Engineer, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential sub-engineer or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Engineer’s noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:

- a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

4) **Incorporation of Provisions:** The Engineer shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event an Engineer becomes involved in, or is threatened with, litigation with a sub-engineer or supplier as a result of such direction, the Engineer may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any sub-Engineer, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

SCRUTINIZED COMPANY LIST CERTIFICATION

STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services for any amount, that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in 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 governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified below is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Company Name _____

Authorized Signature _____

Name (Print or Type) _____

Title _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
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 its 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 to refrain from bidding in connection with such Contract or has 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County 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.

(Signed) _____

(Title) _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2021, by _____, the _____ of _____, a _____ corporation, who [] is personally known to me or [] has produced _____ as identification.

Seal:

Notary Public, State of _____ at Large

Print Name: _____

Notary Commission No.: _____

My Commission Expires: _____

E-Verify

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____