

CITY OF VERO BEACH, FLORIDA

REQUEST FOR PROPOSALS

FOR

PLANNING AND DESIGN CHARRETTE FOR THREE CITY-OWNED PROPERTIES

RFP NO. 020-19/JO

PREPARED FOR
CITY PLANNING AND DEVELOPMENT DEPARTMENT

CITY COUNCIL

MAYOR – HARRY HOWLE III

VICE MAYOR – LANGE SYKES

LAURA MOSS – COUNCILMEMBER

ANTHONY W. YOUNG – COUNCILMEMBER

VAL ZUDANS – COUNCILMEMBER

CHARTER OFFICERS

CITY MANAGER – JAMES R. O’CONNOR

CITY CLERK – TAMMY K. BURSICK

INTERIM CITY ATTORNEY – KIRA C. HONSE

PLANNING AND DEVELOPMENT DIRECTOR – JASON H. JEFFRIES

FEBRUARY 2019

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CITY OF VERO BEACH, FLORIDA

REQUEST FOR PROPOSALS

PLANNING AND DESIGN CHARRETTE FOR THREE CITY-OWNED PROPERTIES

RFP NO. 020-19/JO

The City of Vero Beach, Florida hereby requests proposals to lead a facilitated planning and design charrette process that involves the engagement and participation of the community in the creation and evaluation of alternative development scenarios for the three city-owned properties. In order to be considered, a firm submitting a proposal must have substantial relevant experience in providing services of similar scope, complexity, and magnitude.

Copies of the Request for Proposal (RFP) may be obtained from DemandStar.com, Inc. at <http://www.DemandStar.com>, telephone no. (800) 711-1712, or the Office of the City's Manager of Purchasing, 1053 20th Place, Vero Beach, FL 32960, telephone no. (772) 978-5470 on or after Thursday, February 14, 2019.

Proposals will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Thursday, March 7, 2019, and subsequently opened in a meeting to be held in the second floor Finance Conference Room. Interested firms must submit one (1) original and five (5) copies of their Proposal and **provide one (1) USB drive that contains "all" of your documentation included in the original Proposal in a pdf format.** Submittals must be sealed and plainly marked, **"RFP NO. 020-19/JO, PLANNING AND DESIGN CHARRETTE FOR THREE CITY-OWNED PROPERTIES"** on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

All firms submitting proposals must be authorized to do business in the State of Florida. If the firm is a corporation, partnership, limited liability company, or other legal entity, they must be in good standing, active, and current with the state of their organization or registration, and with the State of Florida, and must maintain their active and current status throughout the term of the contract if awarded. The successful firm must obtain a City of Vero Beach business tax receipt upon award and execution of the resulting contract and all other required state and local licenses and permits.

The City reserves the right to delay awarding of a contract for a period of one hundred twenty (120) days after opening of proposals, to waive informalities in any proposal, and to reject any or all proposals in whole or in part with or without cause and/or to accept the proposal that, in the City's sole judgment, will serve the best interest of the City of Vero Beach, Florida.

Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency, or need for interpretation concerning any proposal or proposal-related documents, the provisions of section 2-351 of the City of Vero Beach Code concerning bidding procedures and this RFP shall control in that order.

Only those firms submitting proposals which meet the requirements herein specified will be considered for award of the contract 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, as determined in the sole discretion of the City, may be considered non-responsive and disqualified.

Issued at Vero Beach, Florida, this 14th day of February, 2019.

CITY OF VERO BEACH, FLORIDA

JAMES R. O'CONNOR
CITY MANAGER

PART I

PROPOSAL GUIDELINES

1-1 INTRODUCTION

The City of Vero Beach, Florida (hereinafter known as “City”) is currently seeking proposals from qualified firms to provide Planning and Design Charrette for three City-Owned Properties. This document is intended to be used as the instrument to request proposals and to establish the contract conditions and specifications desired by the City.

1-2 PROPOSAL SUBMISSION AND WITHDRAWAL

The City must receive all proposals no later than **2:30 p.m., Thursday, March 7, 2019**. To facilitate processing, please clearly mark the outside of the proposal package as follows: **“RFP NO. 020-19/JO, PLANNING AND DESIGN CHARRETTE FOR THREE CITY-OWNED PROPERTIES.”** This package shall also include the Proposer’s return address.

A Proposer may withdraw its proposal by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer for a period of one hundred twenty (120) days.

Date of issue of the RFP	February 14, 2019
RFP Questions Due	February 26, 2019
RFP Due Date	March 7, 2019 @ 2:30 pm
Vendor Interviews	April 11, 2019
Notification of intent to award	April 30, 2019
Contract Award	May 7, 2019
Contract Start Date	May 21, 2019

1-3 NUMBER OF COPIES

Proposers shall submit one (1) original and five (5) copies of their Proposal and **provide one (1) USB drive that contains “all” of your documentation included in the original bid in a pdf format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 PROPOSAL DEVELOPMENT COSTS

Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer’s ability to meet the requirements of the Request For Proposals (RFP). All costs and expenses incurred or expended in investigation, preparation, and submittal of a Proposal in response to this RFP, requests for clarification, and other inquiries, or otherwise arising out of this RFP are solely the responsibility of the Proposer. Under no

circumstances shall the City or any official, employee, or representative, agent, or advisor of the City be liable for any such costs or expenses whatsoever, whether or not the Proposer is awarded a contract or, if awarded, such contract.

1-5 INQUIRIES; REQUEST FOR CLARIFICATION

Interested Proposers may contact the City's Manager of Purchasing, John O'Brien, regarding questions about the RFP by telephone at (772) 978-5470, facsimile at (772) 770-6860, or e-mail at purchase@covb.org (preferred). The Manager of Purchasing will receive written requests for clarification concerning the meaning or interpretations of the RFP until ten (10) calendar days prior to the submittal date. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to or in lieu of what is contained in this written RFP and any written addenda issued pursuant to this RFP. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. Proposers shall rely solely on this RFP and the addenda issued, if any, in formulation of their proposals.

1-6 ADDENDUM

The City may issue its response to inquiries and any supplemental RFP clarification or instructions in the form of written addenda. The City may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. It is solely the responsibility of Proposers to contact the City's Manager of Purchasing to ascertain whether any addenda have been issued prior to submitting their Proposal. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the Proposal opening shall not be binding. Each Proposer is solely responsible for carefully examining the RFP documents and all addenda. Any ambiguities or inconsistencies should be brought to the attention of the City's Manager of Purchasing through written communication prior to the opening of the proposals.

1-7 CONTRACT AWARDS

The City anticipates entering into a formal agreement with the Proposer that submits the proposal judged by the City, in its sole discretion, to be most advantageous to the City. The scope of services and pricing will be negotiated and decided prior to award of a contract and will become part of the contract document at award.

The City may award a contract to the best Proposer, which may not necessarily be the lowest fee Proposer. The City reserves the right not to award some or all of the contract contemplated herein. Nothing in this RFP is intended to restrict the City of Vero Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right, in its sole and absolute discretion, to accept or reject any or all proposals, or negotiate or require changes in proposals for an award, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Proposer if the successful Proposer does not execute an agreement within ten (10) days after the award of the contract. The City also reserves the right to abandon the RFP and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an agreement with the Proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

1-8 CONTRACTUAL AGREEMENT

This RFP shall be deemed included and incorporated in the final agreement. The order of precedence in interpretation, performance, and enforcement of the awarded Contract shall be: the final Contract document executed by the parties, including its terms and conditions; the provisions of this RFP (including Standard and Special Terms and Conditions, if any); and the Proposer's submitted proposal. The venue for any and all legal action necessary to enforce the award or the Contract shall be in Indian River County, Florida, and the contractual obligations shall be governed by and interpreted in accordance with the laws of the state of Florida without regard to any conflict of law provisions. **Any additional contract or agreement terms and conditions requested for City consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor and its subcontractors shall comply with public records laws, specifically to:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- If a Proposer awarded the Contract or its subcontractor does not comply with a public records request the City shall enforce the contract provisions in accordance with the contract.

1-10 NEWS RELEASES

Proposers are not prohibited from responding to inquiries made by the press or public. However, if the Proposer desires to issue a news release or other unsolicited public announcement or disclosure (whether for publicity purposes or otherwise) pertaining to the RFP or the transactions contemplated by the RFP they shall obtain prior review and comment by the City.

1-11 INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

The provisions of Florida Statute 768.28 applicable to the City of Vero Beach shall apply in full to this agreement.

To the fullest extent permitted by law, the firm selected to perform these services shall indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the firm or its sub-contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the City.

1-12 LICENSES

Proposers must be fully licensed and certified as may be required in the State of Florida at the time of Proposal submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-13 PUBLIC ENTITY CRIMES

Award will not be made to any Proposer or affiliate identified on the Department of Management Services' "Convicted Vendor List." This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliate on the "Convicted Vendor List" for a period of thirty- six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-14 CODE OF ETHICS

If a Proposer violates or is a party to a violation that may now or hereafter exist, of the code of ethics of the State of Florida with respect to this RFP, the Proposal, or the resulting Contract, such Proposer may be disqualified from performing the Contract described in this RFP and the Proposal and shall be further disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Vero Beach.

1-15 PROHIBITED COMMUNICATIONS

Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Council, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this RFP from the

time of the RFP initial advertisement through the award. Any such solicitation or communication shall result in disqualification of the Proposer.

Any inquiries, suggestions or requests concerning interpretation, clarifications, or additional information pertaining to the RFP shall be made through the Purchasing Division, John O'Brien, Manager of Purchasing, 1053 20th Place, Vero Beach, FL 32960; telephone (772) 978-5470; fax (772) 770-6860, or e-mail purchase@covb.org (preferred method).

1-16 DISCLOSURE AND DISCLAIMER

Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after an award, shall be without any liability or obligation whatsoever on the part of the City, its officials, employees, representatives, agents, and advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any Proposer.

The information contained herein is provided solely for the convenience of Proposers. It is solely the responsibility of a Proposer to assure itself that the information contained herein is accurate and complete and to request clarification on any matter as the Proposer deems necessary. Neither the City nor its officials, employees, representatives, agents, or advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communication with City, its officials, employees, representatives, agents, or advisors shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness; and no Proposer or other person shall have recourse or claims whatsoever against the City, its officials, employees, agents, or advisors if any information herein contained should be determined to be inaccurate or incomplete.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof and all other provisions of this RFP and the addenda, if any. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the Proposer.

This RFP is issued subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only, and each recipient hereof is cautioned and advised to independently verify all information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-17 GOVERNING LAW AND VENUE

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida, without regard to conflict of laws provisions, and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. City and Proposer hereby agree that this RFP and resulting contract, if any, shall be interpreted and enforced in the courts of the State of Florida and that venue shall always be in Indian River County, Florida.

1-18 PROPOSAL CONTENTS

All proposals and other materials submitted become the property of the City of Vero Beach. The City shall have the right to use any or all ideas presented in any such proposal or other materials without liability whatsoever. Selection or rejection of a proposal shall not affect this right.

1-19 PUBLIC RECORDS COMPLIANCE

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor 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. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor 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 a CONTRACTOR 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 CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772)978-4700, CITYCLRK@COVB.ORG OR PO BOX: 1389, VERO BEACH, FL 32961.**
- G. A CONTRACTOR 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.

PART II

OVERVIEW & SCOPE OF SERVICES

2-1 REQUEST FOR PROPOSAL

The City of Vero Beach ("City"), acting through its Planning and Development Department, is seeking proposals responsive to this Request for Proposals ("RFP") from qualified firms to lead a facilitated planning and design charrette process that involves the engagement and participation of the community in the creation and evaluation of alternative development scenarios for three City-owned properties.

The three properties are: (1) decommissioned electric power plant; (2) existing wastewater treatment plant; and (3) vacant commercial property (old Postal Annex). The three properties are located at the Indian River Boulevard and 17th Street intersection and are briefly described in the following section.

2-2 BACKGROUND

The City of Vero Beach (hereinafter "City") is a municipal corporation of the State of Florida with an estimated population of 16,750 residents. The City is the county seat of Indian River County, which has a total population of approximately 154,380. The county has four other municipalities, which are Sebastian, Fellsmere, Orchid Island, and Indian River Shores. The legislative branch of the City is composed of a City Council with five (5) elected Councilmembers, one of which is selected by the body to serve as the Mayor. The City Manager is responsible for the execution of the City Council's established and adopted policies.

The following is a brief background on each of the three properties generally located on the southwest, southeast, and north east corners of the intersection of Indian River Boulevard and 17th Street:

Electric Power Plant Property: The 17.4-acre electric power plant property is located on the northeast corner and adjacent to the Indian River Lagoon. As part of its agreement with the Orlando Utilities Commission, the City shutdown its electric power plant in December, 2015.

The property is currently designated Government/Institutional/Public use on the Future Land Use Map and Industrial on the Zoning Map. These designations limit the property to government facilities, utilities, and education and institutional facilities.

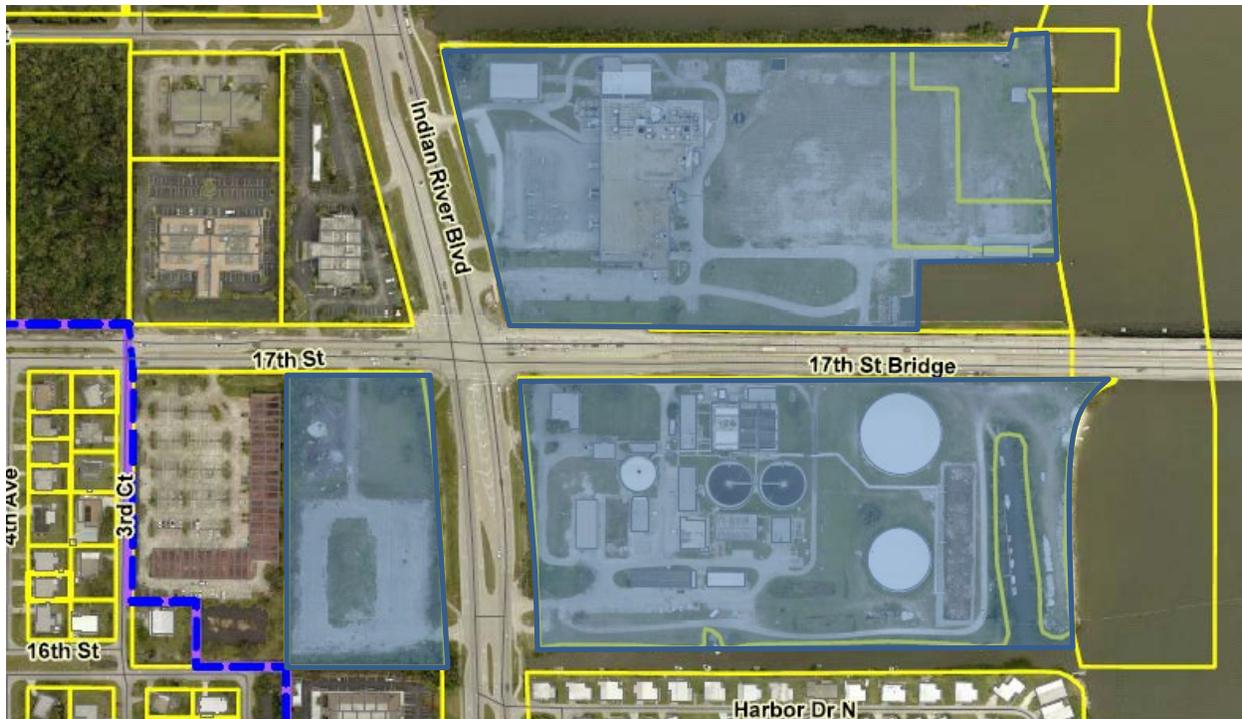
Wastewater Treatment Plant Property: The 16.3-acre wastewater treatment plant property is located on the southeast corner and adjacent to the Indian River Lagoon. The property is currently designated Government/Institutional/Public use on the Future Land Use Map and Industrial on the Zoning Map. At the present time, the property includes the wastewater treatment plant facilities and an office, storage, ramps/docks and other facilities for the Youth Sailing Foundation of Indian River County.

As the wastewater treatment plant no longer discharges any treated effluent into the Indian River Lagoon, some discussion has been on-going about relocating the plant to the airport where the treated effluent is distributed to the City's reclaimed water system or discharged via deep-well injection.

Vacant Postal Annex Property: The 4.6-acre Postal Annex property located at the southwest corner of the intersection of Indian River Boulevard and 17th Street. This property is in a prime location for commercial development with good road access in a high volume traffic node and proximity to the waterfront. The property is currently designated Commercial on the Future Land Use Map and C-1A (Tourist Commercial) on the Zoning Map. The City has agreed to lease a portion of the site to FPL to relocate the electric substation from the Electric Power Plant Property.

Any redevelopment of the two waterfront properties is subject to specific restrictions in the City Charter. The electric power and wastewater treatment properties may not be sold, leased, traded, or given away unless such sale, trade, or gift is approved by referendum. The two properties may be leased without a referendum only for a public or civic purpose which also serves a recreational, artistic, or cultural purpose including incidental concessions. The Postal Annex property is not subject to any such restrictions.

MAP A: SITE LOCATION



2-3 OBJECTIVE

The City of Vero Beach will contract with an experienced, multi-disciplinary community design firm to lead a facilitated planning and design charrette process that involves the engagement and participation of the community in the creation and evaluation of alternative development scenarios for the three city-owned properties. The results of this effort will be presented to the City Council after review and recommendation by the Planning and Zoning Board and Utilities Commission.

2-4 SCOPE OF SERVICES

The selected consulting firm will perform the following work tasks:

- A. Obtain and review pertinent background information on the three subject properties relevant to and affecting the potential uses of the properties from the City and, as necessary supplemented by information from Indian River County, Florida Department of Transportation, Florida Department of Environmental Protection, Indian River County MPO and other agencies. The City staff will provide a comprehensive briefing paper that presents relevant background data and information on each of the properties. Available digital files needed for GIS and AutoCad applications will be provided to the consulting firm.
- B. Meet with City staff to go over and reach agreement on the scheduling, logistics and details on the series of public workshops, including the community outreach, to be conducted by the consultant.
- C. Working with City staff, develop and execute a community outreach strategy for the planning process. The community outreach strategy should identify the stakeholders for the planning process and provide the communication tools for outreach and engagement to the identified stakeholders. The communication tools may include press releases, fact sheets, emails, web site postings, social media, print materials, advertising, and citizen surveys.
- D. Develop and Conduct online stakeholder surveys regarding the city-owned properties to gage stakeholder input about potential plan concepts and tabulate the results.
- E. Conduct a series of public workshops, facilitated by the consulting firm's staff using facilitation and visual media techniques that encourage the full participation and input of attendees in reaching some consensus on the following:
 - 1. Preferred public objectives and priorities to be pursued in the development of each of the properties or combination of properties.
 - 2. Preferred uses for the development of each property or combination of properties.
 - 3. Create at least two alternative development scenarios for the properties based on community input from the public workshops, recommendations of the Marine/Recreation Commissions and Chamber of Commerce groups, as well as engineering, environmental, legal, planning/zoning, financial, and policy

considerations. Conceptual three-dimensional renderings and plan drawings and other visual depictions of each alternative will be prepared. In addition to graphics and media, supporting statistical data will be prepared for presentation at a final public workshop including the potential impacts of each alternative development scenario on traffic volumes and patterns in the vicinity of the properties.

4. Present the alternative development scenarios and facilitate a dialogue among attendees to receive input.
 5. Advantages and disadvantages of each development alternative.
 6. Selection of preferred alternative(s) using alternative selection techniques that rely primarily on graphics and other visual stimuli.
- F. Prepare a preliminary draft alternative development scenarios report based on the results of the two public meetings for review and comment by City staff.
- G. Prepare a final draft report based on the City staff's review comments and present the report to the Planning and Zoning Board and Utilities Commission for consideration and recommendation to the City Council.
- H. Present the final draft report to City Council for consideration and approval.

PART III

PROPOSAL SUBMITTAL REQUIREMENTS

3-1 SUBMISSION OF PROPOSALS

Proposer shall submit **one (1) original** (so marked) with five **(5) copies** in a clear, concise format, on 8½ " x 11" paper and in English. All proposals shall include the following information and should use the following format when compiling their proposals. Sections should be tabbed and labeled with sequential page numbers at the bottom of each page. Proposals will be evaluated using the following criteria:

- **Title Page:** (non-scored)
Title page shall provide the RFP subject, the Proposer's corporate name, the address and telephone number of the principal office, name and telephone number of the primary contact person, and the address, principal place of business and telephone number of legal entity with whom the contract is to be written (if different). If the Proposer consists of multiple entities, the above information should be listed for each entity.
- **Table of Contents:** (non-scored)
The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
- **Tab #1: Transmittal Letter** (non-scored)
This letter will summarize in a brief and concise manner the Proposer's understanding of the RFP and a statement of why the firm believes itself to be best qualified to provide these services. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority to bind the firm. Include a reproduction of Corporate Charter Registration, if applicable.
- **Tab #2: Licensure and Registration** (non-scored)
Evidence of current license and registration to perform the specified services in the State of Florida as well as location of the office where the majority of work will be performed and identification of the Consultant's intended project manager/professional contact person and primary liaison with the City.
- **Tab #3: Executive Summary** (non-scored)
The Executive Summary of the proposal shall be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Proposer's ability to meet the requirements of the RFP to include a statement that they have the financial capability to perform the scope of work required for this project. Provide a brief discussion about Proposer's business history and current purpose/function in the marketplace.

- **Tab #4: Summary of Qualifications** (max. 45 points)

- a. Indicate the firm's background in providing these services to governmental entities. Specifically identify past projects where the firm lead a community engagement process involving design charrettes.
- b. Indicate specifically the members of the firm who will have primary responsibility for the City's contract and provide a resume for each to include professional licensure to meet the requirements of the services requested herein. Also indicate all key individuals and their project specific tasks and/or areas of expertise. Provide the same information for any sub-consultant firms and individuals proposed for this project.
- c. Provide an organizational chart to include any proposed subcontractors indicating their responsibility to the prime consultant firm and for this project.
- d. Provide a listing of comparable client references that are using the firm's professional services for the scope of services outlined in this RFP (i.e., client name, address, telephone number, contact person, length of time service was provided, general scope of work and value of contract). A minimum of three references are required, preferably governmental entities within the State of Florida. The City may request a complete list of clients at a later date.
- e. If firm is currently or has previously provided services for the City of Vero Beach, please provide an itemized list of these projects to include contact person, length of time service was provided and value of contract.

- **Tab #5: Technical Proposal** (max. 40 points)

The Proposer's business plan to meet the technical requirements of the Request for Proposals shall be included in this section. Information provided should include how the Proposer can perform the contract within the time specified and should detail the Proposer's approach to the scope of work. Any deviations from scope of work requirements will be discussed in this section.

Proposer should include information as to the qualifications to perform additional services as noted in the scope of work.

- **Tab #6: Proposal Fee and Schedule** (max. 15 points)

The proposed fee should be the total all-inclusive cost to perform these services, as detailed in the scope of work provided in Part 2-4. In addition, the Proposer may also be asked to provide hourly rate for any additional consulting services beyond the initial scope. Proposer should provide a proposed delivery schedule (in weeks from commencement of work agreement) for the deliverables listed in Part 2-4. The City's target completion for all tasks and deliverables is 120 days.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **"RFP NO. 020-19/JO, PLANNING AND DESIGN CHARRETTE FOR THREE CITY-OWNED PROPERTIES"**. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If

publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The City will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified. The City reserves the right, in its sole discretion, to waive any irregularities and technicalities in any proposal, reject any or all proposals, or request re-submittal of proposals.

4-2 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

4-3 EVALUATION CRITERIA

The Selection Committee will use the following formula during the review process to score proposals:

- Qualifications of Proposer (max. 45 points);
- Technical Proposal (max. 40 points);
- Proposal Fees (max. 15 points).

The criteria and weights as shown above shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the City, based on these evaluation criteria.

4-4 ORAL PRESENTATIONS

Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite some or all of the Proposers to give an oral presentation. However, the Selection Committee may determine in its discretion that only those firms with the highest rated scores in accordance with the stated criteria and their weights may be invited to give oral presentations. If oral presentations are provided, following such presentations the evaluation committee shall provide a final overall ranking.

References may be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations the Proposer's proposed primary contact with the City should be in attendance.

4-5 FINAL SELECTION

The Selection Committee will evaluate, rank all qualified Proposers, and prepare a shortlist. The Selection Committee will submit the recommended award to the highest ranked Proposers (with all Proposers in ranked order) to the City Council for final consideration and possible approval. The City Council, in its sole and absolute discretion, will select the Proposer that it finds meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract, if any. The City's decisions will be final. Upon City Council authorization, negotiations will be initiated with the highest rated Proposer. If agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend contract award to the next highest rated Proposer or subsequent Proposers until agreement is reached.

PROPOSAL PAGE

The undersigned representative submits this proposal, certifies that they are an authorized representative of the Proposer who may legally bind the Proposer and has carefully examined the RFP and all addenda, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

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.

OR

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.

FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals 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 (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

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.

PROPOSER'S SIGNATURE

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 Contractor 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 Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, 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-Contractors, including procurements of materials and leases of equipment. The Contractor 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-Contractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, 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-Contractor or supplier shall be notified by the Contractor of the Contractor'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 Contractor 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 a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor 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 Contractor'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 Contractor under the contract until the Contractor complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

- 4) **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-Contractor, 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

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.

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

INSURANCE REQUIRED

A. In General

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance coverage of the types listed below with limits of no less than those specified.

The contractor shall require each of its subcontractors to procure and maintain, before starting and until completion of the subcontractor's work, insurance coverage of the types listed below with coverage limits of no less than those specified. 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 contractor shall promptly obtain and provide to the City, upon the City's request, evidence of any subcontractor's insurance, which evidence shall be in the form of a certificate of insurance as required herein for the contractor.

B. Coverage

The types and amounts of insurance coverage shall meet or exceed to the following minimum requirements:

1. Workers' Compensation

\$1,000,000 each accident
\$1,000,000 bodily injury by disease each employee
\$1,000,000 bodily injury by disease policy limit

If any operations are to be undertaken on or about navigable waters, coverage shall be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

2. Commercial General Liability

\$1,000,000 Per occurrence
\$1,000,000 Personal/advertising injury
\$2,000,000 Products/completed operations aggregate
\$2,000,000 General aggregate
\$100,000 Damage to Rented Premises (each occurrence)
\$5,000 Medical expense any 1 person

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office (ISO).

3. Business Auto Policy

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

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office (ISO).

4. Umbrella

\$1,000,000 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.