



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR QUALIFICATIONS

RFQ Number:	08-2425
RFQ Title:	Engineering Services for Beaches Energy Services

Submittal Deadline	
Day:	Wednesday
Date:	July 23, 2025
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	18-June-2025
Deadline to Submit Questions	11-July-2025
Addendum (if necessary) Issued	16-July-2025
RFQ Opened	23-July-2025

TABLE OF CONTENTS

	<u>Page(s)</u>
SECTION A: OVERVIEW	
1. Purpose	4
2. RFQ Due Date	4
3. Eligibility	4
4. Contract Award	4
5. Submittal Requirements	5
SECTION B: GENERAL PROVISIONS	6 - 19
SECTION C: TECHNICAL PROVISIONS	20 - 23
1. Objective	21
2. Background	21
3. Technical Requirements	21 - 22
4. General Information	22 - 23
SECTION D: EVALUATION AND RECOMMENDATION	24 - 26
SECTION E: SUBMITTAL REQUIREMENTS	27 - 29
SECTION F: FORMS	30 - 41
Form 1: Response Form	31 - 32
Form 2: RFQ Award Notice	33
Form 3: Required Disclosure	34
Form 4: Drug-Free Workplace Compliance	35
Form 5: Non-Collusion Affidavit	36
Form 6: Non-Bankruptcy Affidavit	37
Form 7: Certification Pursuant to Florida Statute §287.135	38
Form 8: Suspension & Debarment	39
Form 9: Florida Anti-Human Trafficking	40
W-9	41

SECTION A: OVERVIEW

OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach is seeking submittal of qualifications from Engineering firms interested in providing engineering support on projects for Beaches Energy Services. Fees will be negotiated utilizing the Consultant's Competitive Negotiation Act, Chapter 287.055, F.S., and a purchase order will be issued for the scope of work assigned under this contract.

Responses received to this RFQ will be evaluated and ranked by an Evaluation Committee in accordance with the process and evaluation criteria contained in Section D of this document.

2. RFQ DUE DATE: 2:00 PM WEDNESDAY JULY 23, 2025

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, will be received until Wednesday, **July 23, 2025 at 2:00 p.m.**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. ELIGIBILITY:

The selected firm must have the capability, experience and licensing necessary to provide Engineering Services for Beaches Energy Services.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance.

4. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to multiple firms. Notwithstanding the contract(s) resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Consultant agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5. SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the Respondent to ensure that all copies of the response package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the RFQ number, RFQ title and Respondent name.

It is incumbent upon the Respondent to ensure that response package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any response documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **Friday, July 11, 2025**. Interpretation will be in the form of an addendum and issued to all Respondents.

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS:

- **Technical provisions** that are **explicit** to this particular **Request for Qualifications Number 08-2425** are found in **SECTION C**, which begins on **page 21**.
- **The Minimal Response Package shall consist of the following:**

Respondent's company profile and submittal letter - A brief letter of intent that will include a description of the services to be provided and other relevant information.

Address all items in Section C: Specifications – 3.0 Scope of Services.

Form 1: Response Form

Form 2: RFQ Award Notice

Form 3: Required Disclosure

Form 4: Drug-Free Workplace Compliance

Form 5: Non-Collusion Affidavit

Form 6: Non-Bankruptcy Affidavit

Any additional information which may be pertinent.

All forms must be completely filled out, appropriately executed and submitted as part of the response package. These start on **page 31**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any response at the CITY's sole discretion.

1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Respondent shall honor its response for 90 days from the Submission Deadline date.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless

transition between consultants; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

E. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all responses, in whole or in part, and to accept the response that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional response and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

F. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

G. Payments. The Consultant shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show a Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the City Finance Department. Payment is contingent upon appropriation of funds by the City Council.

1.3 ADDITIONAL INFORMATION

The information in this RFQ package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

1.4 ADDENDA TO THE RFQ

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of those Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submitting a response, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addendum(s) on their response, or attach such addendum(s) to their response. Additionally, all documents associated with this RFQ are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

1.5 USE OF RESPONSE FORMS

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

1.6 DEVIATIONS FROM REQUESTED PLAN

The Contract terms and conditions stipulated in this RFQ are those required by the CITY. Respondents are required to submit their responses, which comply with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive RFQ.

1.7 CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFQ, the submission of Respondent's specimen contract with a Respondent's response submittal shall not constitute notice of the Respondent's intent to deviate from the RFQ in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFQ, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFQ. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFQ or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFQ.

1.8 ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondent.

1.9 LEGAL AND REGULATORY COMPLIANCE

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

**MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH,
FL 32250.**

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E-VERIFY / AUTHORIZED WORKER STATUS:

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of CONTRACTOR or subcontractor(s).

Should CONTRACTOR enter into a contract with a subcontractor for the work to be provided to the CITY herein, the subcontractor shall provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

The CITY, CONTRACTOR, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall terminate the contract with the person or entity in violation.

If the CITY has a good faith belief that a subcontractor has knowingly violated this Article, but CONTRACTOR otherwise complied with this Article, the CITY shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

If this Agreement is terminated under this Article, it is not a breach of contract and may not be

considered as such. If the CITY terminates this Agreement with CONTRACTOR under this Article, CONTRACTOR may not be awarded a public contract for at least one year after the date on which this Agreement is terminated. CONTRACTOR shall be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

The CITY, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge termination under this Article no later than 20 calendar days after the date on which this Agreement was terminated.

**PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR
IDEOLOGICAL INTEREST:**

In accordance with Sec. 287.05701, F.S., the City may not request documentation of, consider, or give preference to a vendor based on a vendor's social, political, or ideological interest when determining if the vendor is a responsible vendor.

**1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE
NOTICE**

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates (if applicable).

1.11 WAIVER/REJECTION OF RESPONSES

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent. The CITY reserves the right to reject all RFQs and re-advertise a new RFQ for this work.

1.12 AUTHORIZED OFFER

The person submitting the response should indicate the extent of authorization by the Company to make a valid offer in the response summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the response is not authorized to submit a response that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

1.13 EVALUATION OF RESPONSES

The CITY will evaluate each response based on all the criteria set forth in the RFQ. The evaluation process will consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 PUBLIC ENTITY CRIMES STATEMENT

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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit a response 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.15 CONFLICT OF INTEREST CERTIFICATE

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the “Cone of Silence”. This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY’s professional staff, and the City Council members.

Any lobbying by or on behalf of the Respondent will result in rejection/disqualification of said response. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this response.

DURING THE PERIOD BETWEEN RESPONSE SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSE WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or CITY staff. This policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the Respondent's response.

1.16 DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18 SAFETY REQUIREMENTS FOR CONSULTANTS PROVIDING SERVICES TO CITY

- A. The Consultant shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Consultant shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Consultant to the Owner; and the Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Consultant. The Owner reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Consultant agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Owner that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this Agreement.

1.19 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Engineer, unless such claims are a result of the CITY's sole negligence.

Defense fees and costs on behalf of the CITY: The Consultant agrees to pay on behalf of the CITY, the CITY's legal defense fees and costs, for all third party claims and actions filed against the CITY arising from or relating to any scope of work or services performed by the Consultant as described herein.

Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Consultant for the protection of all persons, employees, and property. The Consultant shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts

to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Consultant shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The Consultant shall name the City of Jacksonville Beach (CITY) as additional insured on the Consultant's, and any sub-consultant's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Consultant or its sub-consultants. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the Organization.

C. INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this Contract, the Consultant shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the Consultant. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums. All insurers must carry a current A.M. Best & Company rating of at least "A-."

Worker's Compensation Coverage is required for Consultant and all sub-consultants.

The Consultant and all sub-consultants shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The Consultant and all sub-consultants shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required for Consultant and all sub-consultants.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Consultants,

products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**.

Coverage C, medical payments is **not** required.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are required for Consultant and all sub-consultants.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is required for Consultant and all sub-consultants.

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

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability is required for Consultant and all sub-consultants.

Pollution Liability is not Required of Consultant and all sub-consultants.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided; it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Contract.

D. CERTIFICATES OF INSURANCE OF CONSULTANT AND ALL SUBCONSULTANTS

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Consultant shall furnish complete copies of the Consultant’s insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Consultant shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subconsultants approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as “additional insured.”

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)’ obligation to fulfill the insurance requirements herein.

1.20 BANKRUPTCY

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted responses must include this form executed by the proper representative of the Respondent company (see attached Form 6).

1.21 NONEXCLUSIVE

Notwithstanding the contract resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. The Consultant agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option. The Consultant is not guaranteed any amount of work.

1.22 DRUG FREE WORKPLACE COMPLIANCE FORM

Attached is a Drug Free Workplace Compliance Form. All submitted responses must include this form executed by the proper representative of your company (**see attached Form 4.**)

1.23 WARRANTY – N/A

All warranties express and implied shall be made available to the CITY for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful Respondent against factory defects and workmanship. At no expense to the CITY, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.24 PROTEST

Any Respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer and shall constitute a waiver of all right to protest or appeal.

In the event of a timely protest, the CITY shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.27 FORCE MAJEURE

The CITY and the successful Respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the successful Respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.28 RESPONSE AWARD NOTICE FORM

Attached is a Response Award Notice Form. All submitted responses are to include this form to be notified of the recommendation of award (**see attached Form 2**).

1.29 INDEMNIFICATION

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Consultant covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by

CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Sub-consultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Consultant, its sub-consultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Consultant, the Consultant agrees and warrants that Consultant shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

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

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

1.30 RFQ IS NOT A BID

This Request for Qualifications is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most responsive, responsible and highly qualified to perform the required services.

SECTION C: TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

To provide contractual services for a project titled: Engineering Services for Beaches Energy Services.

1.0 OBJECTIVE

The City of Jacksonville Beach is seeking letters of interest and submittals of qualifications from persons or firms interested in providing engineering support on projects for Beaches Energy Services.

2.0 CONTRACT PERIOD

The engineering services contract will be for a five (5) year period. Purchase Orders will be issued for each project assigned under the contract.

3.0 TECHNICAL REQUIREMENTS

Firms wishing to be considered for this contract must show evidence that the personnel assigned to the projects have experience and proficiency in the following areas:

- 3.1 Underground transmission and distribution construction practices and materials.
- 3.2 Overhead transmission and distribution construction practices and materials.
- 3.3 Bulk power (transmission) and distribution substation equipment, construction practices and materials.
- 3.4 System planning and load studies.
- 3.5 System analysis and fault studies.
- 3.6 Arc flash analysis and OSHA compliance.
- 3.7 System protection, control & coordination.
- 3.8 System communications equipment such as RTUs, communications processors, multiplexors, and wireless technologies.
- 3.9 Protective relay and communications equipment settings.
- 3.10 Protective relay and communications equipment testing and commissioning services.
- 3.11 SCADA & load management.
- 3.12 OMS & DMS/ADMS.
- 3.13 Geographic Information Systems.

- 3.14 Distribution automation & distributed generation.
- 3.15 Smart grid system integration.
- 3.16 Renewable energy systems to include storage.
- 3.17 System operations and maintenance.
- 3.18 NERC standards compliance.
- 3.19 Cyber security for critical infrastructure protection.
- 3.20 Survey services.
- 3.21 Geotechnical services and investigations.
- 3.22 Environmental engineering services.
- 3.23 Permitting and grant applications.
- 3.24 Drafting services.
- 3.25 Owner's engineering services to include project management.
- 3.26 Specifications development (RFQs, RFPs, engineering specifications, procurement specifications, and construction specifications).

4.0 GENERAL INFORMATION

All responses shall provide a straight-forward, concise delineation of the respondent's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content, and not on volume or elaborate presentation materials.

Respondents who submit a response to this RFQ may be required to make an oral presentation to the Selection Committee.

The contents of the response submitted by the successful respondent as well as this RFQ will become part of any contract awarded as a result of the Scope of Services contained herein. The successful respondent will be expected to sign a, contract with the City.

The City reserves the right to reject any and all responses received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the City.

The City of Jacksonville Beach is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.

The submission of a response shall be considered prima facia evidence that the firm has full

knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.

The firm shall furnish the City with any additional information that may be reasonably required.

The City reserves the right to conduct interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in connection with an interview.

All materials submitted in response to this Request for Qualifications shall become the property of the City of Jacksonville Beach.

All expenses incurred by a firm to respond to this RFQ shall be the obligation of the firm and shall not be a liability of the City.

The City reserves the right to use the City's resources, facilities, capabilities, and materials for services requested in the RFQ. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City

SECTION D: EVALUATION AND RECOMMENDATION

EVALUATION AND AWARD PROCEDURES

The RFQ submitted by the respondent must include information documenting how the respondent meets the evaluation criteria below. City will not return RFQ submittals to the respondents.

The City's Evaluation Committee will review the submittals and rank the respondents in the order of demonstrated qualifications, experience and competence to meet the needs of the City.

The City may, at its sole discretion, invite selected respondents to engage in discussions and/or make a presentation to allow the respondent an opportunity to support or clarify their qualifications. Following these discussions and or presentations, if they occur, the Evaluation Committee will submit their recommendations and ranking to the City Manager and/or City Council for approval.

If the City Manager and/or City Council accept the Evaluation Committee recommendations and ranking, and the City determines to proceed with contract negotiations, the City will attempt to negotiate a contractual agreement with the highest ranking respondent(s). If an agreement cannot be reached in a timely manner, as determined by the City, then negotiations will proceed with the next highest ranked respondent and so on. If a contractual agreement cannot be reached with any of the respondents initially qualified, the Selection Committee may qualify additional respondents from the submitted responses, or repeat the entire RFQ process at the City's sole discretion.

Evaluation Criteria will be based on the following:

1. Project Team Qualifications – 40 points
2. Experience and Capability – 40 points
3. References – 10 points
4. Location of Firm – 10 points

Evaluation Committee:

The committee members consisting of at least three (3) staff members shall review each response individually and score each response based on the evaluation criteria listed above. The committee will compile individual rankings for each response to determine committee recommendations. The final recommendation will be decided based on review of scores and consensus of committee.

Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each response will be based on an evaluation of the information submitted by the applicants.

The City reserves the right to reject all responses. In the event the City does so, it shall provide in writing to all respondents the reasons for its rejection.

Presentation (if necessary):

If the City desires presentations, this will provide an opportunity to clarify or elaborate on the response, but will not, in any way, provide an opportunity to change any items in the original response.

If presentations are elected, the Property and Procurement Officer shall schedule the time and location of these presentations and notify the selected firms. Presentation shall be limited to 30 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified respondent(s) for this project. Additional information may be requested for clarification purposes, but in no way will change the original response submitted.

A new scoring sheet shall be prepared, based on the identical criteria and weighing above, for each presenter. The scores from the submittal and from the presentation shall be averaged to determine the final ranking. Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm

SECTION E: SUBMITTAL REQUIREMENTS

SUBMITTAL REQUIREMENTS

Respondents are strongly advised not to prepare responses based on any assumption or understanding that negotiations will take place. Respondents are advised to respond to this RFQ fully and with forthrightness at the time of submission.

Respondents are strongly cautioned NOT to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or organizations involved in this selection may result, at the City's sole discretion, in dismissal from further consideration. Responses shall not be available for inspection by respondents until interviews, if scheduled, are completed and award has been made. After agreement award, all responses become matter of public record and are available for inspection by the general public.

The evaluation criteria below are intended to be the basis by which each response shall be evaluated, measured and ranked. The City of Jacksonville Beach hereby reserves the right to evaluate, at its sole discretion, the extent to which each response received, compares to the said criteria. The information submitted shall be relevant to the project scope and be practical and concise. The recommendation of the evaluation committee shall be based on the following:

1. Project Team Qualifications:

- Identify the Engineering Services team, their relationship and accountabilities within the services to be provided.
- Provide proof of licensing as required by the State of Florida for engineering services as described herein.

2. Experience and Capability:

- Provide resumes of key personnel, their disciplines, respective roles, education, licenses and their experience and capability to perform roles specified in Section 3.
- Present a concise outline of specific services your firm/team is qualified and prepared to provide.

3. References:

List a minimum of five (5) projects for which the Engineering Services Contractor has provided/is providing Engineering Services which are similar to this the services being requested by this RFQ. In determining which projects are most related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first.

For each of the listed projects, provide the following information:

- a) Project Name and Location.
- b) Type of Utility.
- c) Contact Name, telephone number and email address.
- d) Services Provided.
- e) Approximate Project/Construction Start and End Dates.

- f) Any project specific information relative to the services required by the City of Jacksonville Beach.

4. Location of Firm:

Provide the physical address of the firm on the Response Form.

At a minimum, response packages should include the required Forms described in Section F: Forms, together with the three criteria items described in Section E.

SECTION F: SUBMITTAL FORMS

FORM 1

RESPONSE FORM (page 1 of 2)

RFQ NUMBER: **08-2425**
TITLE: **Engineering Services for Beaches Energy Services**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

DATE: _____

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 08-2425 Engineering Services for Beaches Energy Services**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

By: _____
Signature of Authorized Submitter Title (typed or neatly printed)

FORM 1

RESPONSE FORM (page 2 of 2)

RESPONSE DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFQ. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted response. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: RESPONSE FORM (completed pages 31 - 32)
[]	5.	FORM 2: RFQ AWARD NOTICE FORM (completed page 33)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 34)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 35)
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 36)
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 37)
[]	10.	FORM 7: CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135 (Page 38)
[]	11.	FORM 8: SUSPENSION & DEPARMENT PURSUANT TO FLORIDA STATUTE §287.1351, EXECUTIVE ORDERS 12549 AND 12689, 2 C.F.R. PART 180 (Page 39)
[]	12.	FORM 9: ANTI-HUMAN TRAFFICKING (Page 40)
[]	13.	W-9 (Attach completed and signed form, which can be obtained from www.irs.gov) (Page 41)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Response Form and/or is required by the RFQ and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFQ, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____

FORM 2

RFQ AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Response Form and other required documents.

1. Company Name: _____
2. Address: _____
3. City, State & Zip: _____
4. Attention: _____
5. Phone: _____ Fax: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 08-2425** per the attached Response Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFQ, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your response.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signed: _____

Title: _____

Consultant: _____

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the Respondent that has submitted the attached Response;
2. He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusive or sham Response;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this Affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham Response in connection with the contract for which the attached Response has been submitted; or to refrain from responding in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm, or person to fix the price or prices in the attached Response or of any other Respondent, or to fix any overhead, profit, or cost elements of the Response price or the Response price in any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed contract;
5. The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____,

20____, in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the
firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFQ #: 08-2425**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

FORM 7

CERTIFICATION PURSUANT TO FLORIDA STATUTE §287.135

I, _____ on behalf of _____
certify Print Name and Title Company Name

that _____:
Company Name

- a. is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Company certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Company is found to have submitted a false certification; or if the Company is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

FORM 8

**SUSPENSION & DEPARMENT PURSUANT TO FLORIDA STATUTE
§287.1351, Executive Orders 12549 and 12689, 2 C.F.R. Part 180**

I, _____ on behalf of _____ certify
Print Name and Title Company Name

That _____ :
Company Name

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City of Town or other government agency;
 - Have not within (36 months) period preceding this time, been convicted of or had a civil judgement entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State, City or Town or other local agency) transaction or contract; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - Have not within (36) months period preceding this time, had one or more public contracts (Federal, State, City, or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Name and Position

Date

Signature

Company Name

Street Address

City, State and Zip Code

FORM 9

ANTI-HUMAN TRAFFICKING

**AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)
FLORIDA ANTI-HUMAN TRAFFICKING PROVISIONS**
(To be used when a contract is executed, renewed or extended)
(Required only for non-governmental vendors)

STATE OF _____

COUNTY OF _____

I, {full legal name} _____, swear and affirm that I am an officer or a representative of the Contractor and that _____ does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

AFFIANT HEREBY CERTIFIES UNDER PENALTY OF PERJURY THAT THE STATEMENTS AND FACTS IN THIS AFFIDAVIT AND IN ANY ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated: _____

Signature of Affiant: _____

Sworn to or affirmed and signed before me on _____ by

_____ who is personally known to me or presented

_____, as identification.

Notary Public, State of _____

My commission expires: _____

W-9 Form (Attach completed and signed form, which can be obtained from www.irs.gov)