

CITY OF ST. AUGUSTINE BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS



22-04-RFQ

HMGP #4468-017-R, City of St. Augustine Beach Professional Engineering Services for C.R. A1A / Pope Road Drainage

ISSUE DATE: Thursday, August 18, 2022

RESPONSES DUE: Wednesday August 31, 2022
3:00 P.M. (Local Time)

SUBMIT TO: City of St. Augustine Beach
Finance Department
2200 S.R. A1A South
St. Augustine Beach, FL 32080

CITY OF ST. AUGUSTINE BEACH, FLORIDA

Request for Qualifications

20-04-RFQ:

HMGP #4468-017-R, City of St. Augustine Beach

Professional Engineering Services for

C.R. A1A / Pope Road Drainage

The City of St. Augustine Beach, Florida, a Florida Municipal Corporation, is requesting Statement of Qualifications (SOQ) from qualified firms interested in furnishing professional engineering services for the analysis, design, permitting and construction engineering for C.R. A1A / Pope Road Drainage Improvements. The City intends to select one firm with demonstrated expertise in providing similar services to those requested herein.

Firms with demonstrated expertise in this field are invited to submit a Qualifications package. The Request for Qualifications (RFQ) can be obtained from the City of St. Augustine Beach, City Clerk's Office, 2200 S.R. A1A South, St. Augustine Beach, Florida 32080; or may be downloaded directly from DemandStar at <https://network.demandstar.com/>, beginning August 18, 2022. All questions must be received in writing no later than Friday August 26, 2022, and will be answered via written addendum.

Phase 1 (design and permitting) of the project is to be implemented on a rapid schedule to complete project tasks by December 31, 2022. In order to meet this schedule, the submittal period for SOQs has been reduced and Responses/SOQs shall be submitted to the City of St. Augustine Beach, to the attention of City Clerk's Office, 2200 S.R. A1A South, City of St. Augustine Beach, Florida, 32080 **no later than 3:00 PM, local time, WEDNESDAY AUGUST 31, 2022.**

The City of St. Augustine Beach will evaluate the responses based on the criteria established in the Request for Qualifications, and in accordance with Chapter 287.055 of the Florida Statutes, and rank the qualified firms in order of preference. After the ranking is completed, City Commission approval will be sought to approve the ranking and award a negotiated Agreement – which will be in the best interest of the City – with the top ranked Firm.

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event should call (904) 471-2122 (voice); or fax (904) 471-4108, not later than seven days prior to the due date.

CITY OF ST. AUGUSTINE BEACH, FLORIDA

Dariana A. Fitzgerald

City Clerk

Advertised on city website:

Thursday, August 18, 2022

RFQ Document Available Online:

Thursday, August 18, 2022

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EXHIBIT A: HMGP Phase 1 Contract

EXHIBIT B: City of St. Augustine Beach Vulnerability Study

ATTACHMENT H Certification Regarding Debarment, Suspension, Ineligibility and voluntary
Exclusion

22-04-RFQ: Professional Engineering Services for
C.R. A1A / Pope Road Drainage

A. Invitation to Submit Statement of Qualifications

The City of St. Augustine Beach (“the City”) is requesting Statement of Qualifications (SOQ) from qualified, experienced Engineering firms to provide stormwater engineering, planning, design, permitting, project management, post-design engineering inspection and construction observation services for the C.R. A1A/Pope Road Drainage Improvements project as described in Section E – Scope of Work.

B. Submission Instructions

1. The City of St. Augustine Beach, Florida will receive sealed responses until 3:00 pm local time, Wednesday August 31, 2022 for the purpose of selecting a firm to provide the services requested herein. SOQs may be in paper form as described in the following paragraphs or may be submitted electronically via DemandStar.
2. Any SOQs received after the above stated time and date will not be considered. It shall be the sole responsibility of the Respondent to have their SOQ package delivered to the City Clerk’s office, prior to the submittal deadline, by US mail, hand delivery, or any other method available to them. Electronically submitted documents must be via DemandStar. Delay in delivery will not be the responsibility of the City.
3. All SOQs not submitted electronically via DemandStar must include a MARKED ORIGINAL, and one (1) electronic copy of the SOQ on CD or USB thumb-drive. Submissions will be retained as property of the City. The ORIGINAL SOQ must be clearly marked on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual. Submissions are to be addressed and delivered as follows:

22-04-RFQ
Professional Engineering Services for
C.R. A1A/Pope Road Drainage
ATTN: City Clerk
City of St. Augustine Beach
2200 S.R. A1A South
St. Augustine Beach, Florida 32080

4. Submittals shall clearly indicate the legal name, federal taxpayer identification number, address and telephone number of the prospective firm. SOQs shall be signed above the typed or printed name and titles of the signer. The signer shall have the authority to bind the prospective firm to the submittal.
5. All expenses for making submittals to the City are to be borne by the Respondent.
6. The City reserves the right to accept or reject any and all responses, to waive irregularities or technicalities, and to request re-submission. The City shall be the sole judge of the response and the resulting negotiated agreement that is in the City’s best interest. The City’s decision shall be final.
7. Responses received prior to the time of opening will be secured unopened. The City will not be responsible for the premature opening of responses not properly addressed and identified on the outside of the envelope/package with the RFQ name and number.
8. Any questions concerning the request for qualifications process, required submittals, evaluation criteria, schedule, and selection process should be submitted in writing to Dariana Fitzgerald City

Clerk, via email to dfitzgeralds@cityofsab.org. Questions must be received, in writing, no later than 2:00 pm local time Friday, August 26, 2022 and will be answered via written addendum.

9. Respondents are expected to carefully examine the scope of services, evaluation criteria, and all general and special conditions of the RFQ prior to submission. Each Respondent shall examine the RFQ documents carefully and make a written request to the City for interpretations or corrections of any ambiguity, inconsistency, or error which may be discovered by the question deadline referenced in paragraph B.8. All interpretations or corrections will be issued via written addendum. The City will not be responsible for oral clarifications.
10. Firms responding to the RFQ must be available for interviews by City staff.
11. The contents of the SOQ of the successful firm will become part of the contractual obligations.
12. Responses must be typed or printed in ink. All corrections made by the Respondent prior to the opening must be initialed and dated by the Respondent. No changes or corrections will be allowed after the RFQ due date and time.
13. Respondents must complete and submit the enclosed Public Entity Crimes Statement.
14. The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.
15. Respondents must complete and submit the enclosed Attachment H - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form.

C. General Terms and Conditions

1. All applicable laws and regulations of the United States, the State of Florida, and the City of St. Augustine Beach will apply to any resulting agreement. The procedures of the Consultants' Competitive Negotiations Act (Section 287.055, Fla. Statue) will be followed, if and where applicable.
2. After notification of award and during the course of performance of the contract by the successful firm, and during actions taken by the City or its contractors based on or in reliance of the services provided by the successful firm, the successful firm shall indemnify, save harmless, and defend the City, its officers, employees and agents from and against all claims, suits, actions, damages or causes of action arising during the term of the resulting agreement entered into, the consultant's agents, employees, invitees, and all other persons, and from and against any orders, judgments or decrees, which may be entered thereto, and from and against all costs, attorney's fee's expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the resulting agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.
3. The successful firm will be deemed a subcontractor to the City in fulfillment of the City's obligations in relation to the City's Hazard Mitigation Grant Program (HMGP) contract (included as Exhibit "A") with the Florida Division of Emergency Management (FDEM). Per the requirements of the HMGP contract, the contract with the successful firm will include provisions that (i) the successful firm is bound by the terms of the HMGP agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the HMGP agreement, to the extent allowed and required by law.

4. Any agreement or contract resulting from the acceptance of the response shall be on forms either supplied or approved by the City and shall contain as a minimum, applicable provisions of the response. The City reserves the right to reject any agreement, which does not conform to the RFQ and any City requirements for agreements and contracts.
5. The City encourages the use of DBE's (Disadvantaged Business Enterprises) and MBE's (Minority Business Enterprises) where applicable for this project.
6. Any attempt by a Respondent to improperly influence a member of the evaluation committee during the response review and evaluation process shall result in response rejection.
7. The issuance of this RFQ and receipt of responses does not commit the City to award a contract. The City reserves the right to postpone the due date and time, accept or reject any or all responses received in response to this RFQ, or to negotiate with any of the firms submitting a response, waive any informality or defect in any response, or to cancel all or part of this RFQ if it is in the best interests of the City. All responses, plans and other documents submitted shall become the property of the City and are considered public information subject to review under Florida's public records law. In addition, the selected Respondent shall be expected to be familiar with and adhere to not only any applicable City Code, which can be viewed on the City's website www.cityofsab.org, but also any other laws, rules, or regulations.

D. Insurance

Without limiting any of the other obligations or liabilities, the successful Respondent shall, at its own expense, provide and maintain in force until all services to be performed under this agreement have been completed and accepted by the City (or for such duration is otherwise specified hereinafter), the following insurance coverage:

1. Workers' Compensation insurance to apply to all the consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable federal laws, with minimum limits of \$1,000,000 for each employee, accident, and disease

Notice of Cancellation and/or Restriction of the policy(ies) must be endorsed to provide the City with thirty (30) days' notice of cancellation and/or restriction.

2. Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence, combined single damage liability, and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the comprehensive general liability policy, without restrictive endorsements other than ISO endorsement GL 21 06 (engineers, architects or surveyors professional liability exclusion), as filed by the Insurance Services Office and must include: Premises and/or operations; Independent Contractors; broad form property damage; broad form contractual coverage; personal injury coverage with minimum limits of \$1,000,000 bodily injury liability

The consultant's insurance, including that applicable to the City as an additional insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with the consultant's insurance.

Notice of cancellation and/or restriction of the policy(ies) must be endorsed to provide the City with thirty (30) days' notice of cancellation and/or restriction.

3. Professional liability insurance with minimum limits of \$1,000,000 per occurrence applicable to the City project and requiring notice to the City at least thirty (30) days prior to cancellation or restriction of coverage. Coverage shall be afforded on a form acceptable to the City. Consultant shall maintain such professional liability insurance until at least three (3) years after completion of all services required under this agreement.

4. Business automobile liability insurance with minimum limits of \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence and general aggregate. Notice of cancellation and/or restriction of the policy(ies) must be endorsed to provide the City with thirty (30) days' notice of cancellation and/or restriction. This coverage must also name the City of St. Augustine Beach as an additional insured.
5. Prior to commencement of services, the firm selected shall provide to the City, certificates of insurance evidencing the insurance coverage specified in the foregoing paragraphs 1, 2, 3 and 4. The required certificates of insurance shall name the types of policies provided. The policies for general, professional and business automobile liability shall name the City as an additional insured. If the initial insurance policies required by this RFQ expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished thirty (30) days prior to the date of their expiration.

E. Scope of Work

1. Statement of Intent

The purpose of this Scope of Work is to improve drainage of St. Augustine Beach in St. Johns County, Florida. The project is funded in part through the HMGP DR-4468-017-R, as approved by the FDEM and the Federal Emergency Management Agency (FEMA).

The project involves providing drainage improvements to the City's northern limits in the vicinity of C.R. A1A (aka A1A Beach Boulevard) and Pope Road, to prevent storm surge related tidal inundation from Salt Run and Anastasia State Park. The project was identified as a necessary improvement in the City's May 24, 2021 Vulnerability Study, which is included for reference as an Exhibit "B."

The City of St. Augustine Beach is seeking a qualified professional engineering firm to provide services Phase 1 (design and permitting) and Phase 2 (construction) for the project. Phase 1 work includes, geotechnical engineering, drainage modeling, engineering design, coordination with agencies and governments, environmental permitting, notices and submittals and any other necessary work associated with obtaining Phase 1 approval by FDEM and FEMA.

Phase 2 work will include post-design engineering, project management, inspection and construction observation services associated with the project. Please note that no construction activities are approved at this time. Phase 2 work is contingent upon FDEM and FEMA approval of Phase 1 submittals.

2. Background

The City of St. Augustine Beach is vulnerable along its northern boundary to storm surge inundation from Salt Run. Two (2) 48" and three (3) 36" existing culverts allow storm surge to travel under CR A1A into the Anastasia State Park Property north of Pope Road. Storm surge waters then travel through two culverts under Pope Road and enter the City of St. Augustine Beach's stormwater drainage system: which relies on stormwater pumping to prevent flooding during storm surge or extreme tidal events. The additional flow into the City's pumped system increases the risk of storm surge and extreme tide related flooding within up to 200 acres of the City of St. Augustine Beach. Preventing the extreme tides and storm surges from entering the City's drainage system is critical to maintaining acceptable water levels within the City's drainage system, thus reducing the frequency and intensity of flooding.

Funding of backflow prevention devices on the outfalls under CR A1A and Pope Road will prevent

storm surge and extreme tides from entering the City of St Augustine Beach's stormwater system. Preventing these tidal inflows from Salt Run will allow the City's Stormwater pump Station to operate at maximum efficiency and reduce the potential for storm surge and extreme tide related flooding.

The purpose of this RFQ is to select a professional engineering consultant to design, permit as well as provide project management, post design engineering and inspection services for the project.

3. Scope of Services to be Performed

The consulting team ("Consultant") shall provide various professional services and perform any and all requirements necessary to investigate all work, prepare cost estimates, develop plans and specifications, and provide construction administration and inspection services for all work described.

Anticipated work includes, but is not limited to:

Phase 1

- Survey as necessary
- Geotechnical analysis as necessary
- Environmental analysis as necessary
- Modeling as necessary to determine the impact on the affected properties as well as the City's master drainage conveyance
- Conceptual plan drawings and preliminary opinions of probable cost for evaluated options
- Preliminary engineering report presenting project alternatives, probable costs and permitting requirements
- Coordination and approvals from regulatory agencies and service providers for permits and agreements. These include, but are not limited to SJRWMD, FDEP, Anastasia State Park, St. Johns County, City of St. Augustine, and other public and private entities as required.
- Design and prepare construction documents for the selected project alternative. Plan deliverables may vary, but are anticipated at a minimum of 50%, 90% and Final Construction Documents.
- Engineer cost estimate of probable construction costs at the time of each plan deliverable and a schedule of construction priorities.
- Estimated annual maintenance cost for all improvements and schedule for maintenance.
- Operational and Maintenance Manual for applicable items
- Submittals to FDEM for FEMA acceptance of Phase 1 and approval of Phase 2

Phase 2 (if approved by FEMA)

- Post Design bidding project management, including:
 - Develop bid documents, bid forms, schedule of values and project specifications.
 - Assist City of St. Augustine Beach staff in the bid process
 - Lead pre-bid meeting
 - Respond to contractor questions
 - Issue addenda and modify plans and specifications if needed
 - Prepare bid evaluation
 - Verify bidder's qualifications
 - Provide recommendation to award contract
- Post Design project management, engineering and inspection services, including:
 - Respond to requests for additional information
 - Review and approve shop drawings

- Review, analyze, and prepare responses for change order requests.
- Permit compliance with all regulatory agencies and certify construction as required
- Provide construction administration and ensure contract compliance
- Provide on-site construction inspection and administration
- Review of Contractor pay requests
- Prepare final As-Built CADD/GIS documents of constructed product
- Provide Project Management services:
- Prepare a project specific Project Management Plan
- Attend regular meetings on the phone and in person with City Staff
- Present status updates to City Commission at key decision points
- Provide a baseline schedule, review and approve Contractor schedules and schedule updates
- Work with relevant City of St. Augustine Beach staff regarding all necessary permitting and correction to plans
- Create cost estimates, and a Development and Phasing Strategy for each component
- Provide on-going maintenance and management structure including fiscal components

4. Phase 1 Project Timeline

Note that the Phase 1 project timeline is extremely short due to the contractual deadlines in the HMGP contract. Consultants must be able to demonstrate their ability to meet the following projected timeline. The City reserves the right to adjust this timeline as required.

Procurement Event	Tentative Date
RFQ Advertised	August 18, 2022
Last day for questions	August 26, 2022
Written Addendum issued (if required)	August 29, 2022
Submissions Due	August 31, 2022; 3:00 PM EST
Scoring of Submissions	September 1, 2022
Notice of Recommendation	September 2, 2022
Presentations (if applicable)	September 12, 2022
Commission selection of Consultant	September 12, 2022
Project Event	Required Completion Time
Phase 1	December 31, 2022
Phase 2	To Be Determined

F. Minimum Qualifications

The Consultant shall have verifiable experience in civil engineering for similar projects. The Project team shall consist of a minimum of:

- One Florida Licensed Professional Surveyor with at least five (5) years of post-licensure experience
- One Licensed Professional Engineer with at least ten (10) years of demonstrable design and project management experience on similar projects
- Florida Licensed Professional Engineers with demonstrable experience in
 - Stormwater and drainage engineering
 - Geotechnical engineering
 - Utility design
 - Roadway design

G. Submittal Requirements

Responses shall be designed to portray to the City how the Consultant's range of services can best assist the City in the Project. In order for the City to evaluate the responses, each Respondent shall provide information relative to their ability to provide services that will best meet the needs of the City.

All Responses shall follow the format described in this section and be accompanied by all applicable forms contained in the Request for Qualifications. Responses should be limited to the page maximums outlined below for each section and include all required forms. Respondents are encouraged to print SOQs double sided; a double-sided print will be considered two pages. Responses shall be appropriately sequenced per the following outline:

SOQ CONTENTS:

Provide the following information in the order in which it appears below

Tab 1: General / Background Information (4 page maximum)

Tab 2: Project Approach (5 page maximum)

Tab 3: Qualifications and Experience – Standard Form 300, Part 1 (14 pages maximum)

- Sections A, B, C and D (1 page)
- Organizational Chart of Team (1 page)
- Section E – Resumes of Key Personnel (5 pages)
- Section F – Project Examples (5 pages)
- Section G – Key Personnel Participation (1 page)
- Section H – Additional information (1 page)

Tab 4: Required Forms:

- Response Cover Sheet*
- Public Entity Crimes Statement*
- Attachment H – Certification Regarding Debarment, Suspension and Other Responsibility Matters*
- Statement of any Conflicts of Interest
- Statement of Good Standing

*Required forms included with this RFQ document

Tab 1: General / Background Information (4 page maximum)

- If the team wishes to provide a cover letter, it should be included in this section
- General overview of Firm and project team
- Describe the organization's ability in providing service like those detailed in this RFQ

Tab 2: Project Approach (5 page maximum)

- Demonstrate an understanding of the scope of work and the project goals
- Explain the team's approach to project and how it will meet the project goals
- Demonstrate the team's ability to meet the project schedule
- Demonstrate team's approach to understanding, modeling, designing and permitting the project improvements, in conjunction with the City's overall permitted drainage system

- Demonstrate approach to meeting HMGP requirements
- Describe methods for quality assurance and quality control (QA/QC)

Tab 3: Qualifications and Experience – Standard Forms 330 (14 page maximum)

- Provide all pertinent information supporting project team's experience and information Standard Form 330 Part 1, Sections A through E, as described above. Page 5 of SF 300 to be signed by the authorized representative of the submitting firm.

Tab 4: Other Required Forms

- Provide all forms listed above, filled out completely and signed by a principal of firm
- Conflict of Interest:

In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City of St. Augustine Beach.

Please outline any conflicts of interest that may exist for your firm in relation to providing services for the City of St. Augustine Beach.

- Good Standing:

Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status.

Please indicate the payment status of taxes applicable to your firm and provide your firm's legal corporate name and Tax ID number.

H. Evaluation of Submissions

The City desires to award the contract to the firm which most demonstrates the ability to provide the highest quality of service and meet the required project schedule. To accomplish this goal, the City criteria for evaluation of responses will include, but not be limited to:

1. The project team's experience in providing timely, cost-effective, and high-quality projects of similar scope
2. The project team's project approach meets the intent of the project and provides value-added betterments and innovations.
3. The project team's ability to provide services within the required schedule.
4. The project team demonstrates a commitment to high quality assurance and quality control and has a program to ensure both.
5. The qualifications of the primary team members in the technical disciplines required to complete the project.

Evaluation criteria will be reviewed and scored based on the following matrix:

Category	% of Score	Rating	Max Score
Relevant Project Experience	20	1-5	100
Project Approach	20	1-5	100
Ability to Meet Project Schedule	20	1-5	100
Quality Control and Quality Assurance	10	1-5	50
Qualifications in Technical Disciplines			
Stormwater Engineering Modeling and Design	10	1-5	50
State and Local Environmental Permitting	10	1-5	50
Federal Permitting and Grant Experience	5	1-5	25
Construction Project Management and Inspection	5	1-5	25
Total Maximum Points Available			500

Each category has specific weights of importance to the project. Each design team will be scored 1 to 5 in each category listed:

- 1 – Non-responsive in category
- 2 – Below Expectations
- 3 – Meets Expectations
- 4 – Exceeds Expectations
- 5 – FarExceeds Expectations

I. Selection and Ranking

The City will review all responses. A selection committee made up of no less than three (3) members will evaluate, score, and rank the responses relative to their qualifications, approach to the project and ability to provide services to best serve the needs of the City and project.

It is the intention of the City to select a consultant based upon the written submittals and rankings, however, the City may opt to conduct interview/oral presentations. Any interviews/oral presentations the City opts to conduct are fact finding and explanation sessions only and do not include negotiations. The City Clerk's office will schedule the time and location of any interview or presentation. All interviews or presentations shall be held on site at a City location unless virtual attendance is coordinated in advance with the City, and all costs involved shall be the responsibility of the Respondent. Interviews or presentations are an option of the City and may or may not be conducted. A specific time schedule will be established after the SOQs are received and reviewed. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation, utilizing the same evaluation criteria detailed herein.

Following evaluations, should the scores result in a tie for the top-ranked Respondent, the City will utilize a tie-breaker procedure, including but not limited to, the Respondent scoring highest in the component with greatest weight; Respondent with the most first or second place ranks among the individual score cards, or the Respondent who has been awarded the least dollar value of contracts over the past five years.

J. Negotiations and Award

After the ranking is completed, the City will attempt to negotiate an Agreement with the top ranked firm, which will be in the best interest of the City. If no Agreement is reached with the top ranked prospective firm, negotiations will be terminated with that firm and initiated with the second ranked prospective firm, and so on until an Agreement is reached.

Upon the successful negotiation of an Agreement, a formal contract will be prepared, submitted to the City Commission for approval, and executed by both parties.

K. Contract/Agreement Term

The City intends on executing an Agreement with a term valid through the completion of work, as determined during the negotiation process, and reflected in the final Agreement.

Required Forms

Includes the following:

- Response Cover Sheet
- Public Entity Crimes Statement
- Attachment H - Certification Regarding Debarment, Suspension and Other Responsibility Matters

Response Cover Sheet

This page is to be completed and included as the cover sheet for your response to the Request for Qualifications.

The City Commission of the City of St. Augustine Beach reserves the right to accept or reject any and/or all responses in the best interest of the City.

This response is submitted by the below named firm/individual by the undersigned authorized representative.

	(Firm Name)
BY	_____
	(Authorized Representative)

	(Printed Or Typed Name)
ADDRESS	_____

CITY, STATE, ZIP	_____
TELEPHONE	_____
FAX	_____

ADDENDA ACKNOWLEDGEMENTS: (IF APPLICABLE)

Addendum# 1 dated_____Initials _____

Addendum# 2 dated_____Initials _____

Addendum# 3 dated_____Initials _____

Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, robbery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement in which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies).**

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Corporate Seal)

Authorized Representative-Sign in Ink

Authorized Signature (typed) Title

Company Name

Mailing Address

City, State, Zip

(Area Code) Telephone Number

SUBSCRIBED AND SWORN BEFORE ME AT:

THIS ____ DAY OF _____ 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____