



**CITY OF ST. AUGUSTINE BEACH
ENGINEERING DIVISION**

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-04

**STORMWATER UTILITY RATE STRUCTURE
DETERMINATION**

City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
904-471-2122

RFQ NO: 23-04 “STORMWATER UTILITY RATE STRUCTURE DETERMINATION”

TABLE OF CONTENTS

PART I:	GENERAL SOLICITATION INFORMATION	3
PART II:	SCOPE OF SERVICES	5
PART III:	QUALIFICATIONS SUBMITTAL INSTRUCTIONS & EVALUATION	6
PART IV:	CONTRACT REQUIREMENTS	12
PART V:	ATTACHMENTS/FORMS	17

CITY OF ST. AUGUSTINE BEACH, FL
RFQ NO. 23-04: STORMWATER UTILITY RATE STRUCTURE DETERMINATION

PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Qualifications ("RFQ") shall have the meaning as set forth in the definitions established by the City of St. Augustine Beach Purchasing Policy ("Policy"), or as provided herein.

B. PURPOSE & INTENT

The purpose for this RFQ is to solicit Qualifications from qualified Respondents, for consideration in performing the specified service. This solicitation is issued in accordance with Florida Statutes § 287.055. The intent of the City is to select a qualified Consultant to perform the required services in accordance with the guidelines and recommendations within the publication "*Establishing a Stormwater Utility in the State of Florida*", Florida Stormwater Association, Inc., 2013 edition, Florida Statutes § 166.021, § 163.3177, § 403.0893 and all other applicable laws, rules, codes, policies, and regulations.

C. SUBMITTAL DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to and received by the City of St. Augustine Beach by or before **three o'clock (3:00PM EST / EDST) on Monday, September 11, 2023**. Any Qualifications received by the City of St. Augustine Beach after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Delivery Location: City Manager's Office
City of St. Augustine
2200 A1A S
St. Augustine, FL 32080

The City is not responsible for Qualifications that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the City of St. Augustine Beach. Any such Qualification that is not received in the City of St. Augustine Beach shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the City's Designated Point of Contact provided below:

Designated Point of Contact: Jason D. Sparks, P.E.
Engineering Director
City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
Email: jsparks@cityofsab.org

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Patricia Douylliez, Finance Director at pdouylliez@cityofsab.org.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of City of St. Augustine Beach, including members of the City Commission, except for the above referenced individuals, with regard to this RFQ. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

F. NON-MANDATORY PRE-SUBMITTAL MEETING

There will be a Non-Mandatory Pre-Submittal Meeting held on **Monday, August 28, 2023**, at **10:00 AM.**, in the City Commission Room, at the City of St. Augustine Beach City Hall, located at 2200 A1A S, St. Augustine, FL 32080. Attendance at this meeting is not required but encouraged to ensure a full understanding of the requirements provided in this RFQ document.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM EST / EDST) on Thursday, August 31, 2023**. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the City.

H. TENTATIVE SCHEDULE OF EVENTS

Below is a tentative schedule of events pertaining to this RFQ and subsequent contract process. Any and all dates provided are subject to change at the sole discretion of the City. Any modifications that impact the schedule of this RFQ through and until the submittal deadline for Qualifications shall be noticed via Addendum.

Broadcast of RFQ	August 18, 2023
Deadline for Questions	August 31, 2023
Qualifications Submittal Deadline	September 11, 2023
Evaluation Public Meeting	September 22, 2023
Interviews with Shortlisted Vendors	September 29, 2023
Begin Negotiations	October 6, 2023
Presentation of Award Recommendation to CSAB City Comm.	November 6, 2023
Issue Final Contract	December 4, 2023

I. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Any and all issued Addenda must be included with all copies of each Respondent's submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive and being removed from consideration for award. The City reserves the right to request from any Respondent copies of any missing addenda.

J. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

K. SOLICITATION POSTPONEMENT/CANCELLATION

The City may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this

solicitation process for any reason, as determined by City Staff, in order to best serve the interests of City of St. Augustine Beach.

L. RIGHT TO REJECT/ACCEPT

The City reserves the right to accept or reject any or all qualifications, waive minor formalities, and to award to the Respondent that best serves the interest of City of St. Augustine Beach.

M. COMPLIANCE WITH CITY OF ST. AUGUSTINE BEACH PURCHASING POLICY AND PROCEDURES

All terms and conditions of the City of St. Augustine Beach Purchasing Policy ("Policy") are incorporated into this RFQ Document by reference and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and Procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The City reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The City's objective is to prequalify interested Consultants to establish a stormwater utility rate structure that the City with its limited staff resources can implement.

B. SCOPE OF SERVICES

The scope of services ("Services") for this project shall require the selected Consultant to:

1. Perform an in-depth review of the City's existing drainage system, including field reconnaissance and ESRI ArcGIS Geodatabase pipes, pumps, ditches, etc.; an analysis of the methods the City is currently using to maintain the system; provide recommendations for changes to those methods in accordance with best practices; provide recommendations as to what parts of the system need to be repaired or modernized, and an estimate of the costs. Update City's ArcGIS stormwater asset data as needed.
2. Research City expenditures required to operate/maintain and improve the drainage system for the current and past four fiscal years.
3. Provide a projected ten (10) year estimate of the costs to operate, maintain and improve the stormwater drainage system by year. The 10-year estimate will aid in establishing the amount of revenue the stormwater utility rate structure must generate each year to fund perpetual operation and maintenance and proposed capital improvements for improved flood control based on ICPR4 hydraulic modeling.
4. Establish the stormwater utility rate structure that the City with its limited staff resources can implement.
 - a. Define the equivalent residential unit (ERU).
 - b. Propose a rate structure.
 - c. Develop documentation to support mitigation credits.
 - d. Modification of City's billing database based on the proposed rate structure.
 - e. Methodology must be easily replicated and updated on an annual to semi-annual basis. Prefer ESRI ArcGIS based.
5. The City's proposed FY 24 budget consists of the following funds and estimated expenditures:

General Fund:	\$11,104,062
Road/Bridge Fund:	377,566
Impact Fee Fund:	125,404
Debt Service Fund:	594,001

TOTAL: \$12,878,033

PART III: QUALIFICATION SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with submitting Qualifications in response to this RFQ. Additionally, Respondents are also solely responsible for any and all costs associated with required interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or rate structures (including attorneys' rate structures) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or rate structures (including attorneys' rate structures) are the sole responsibility of the Respondent.

All Qualifications received in response to this RFQ shall become the property of City of St. Augustine Beach and will not be returned. In the event of contract award, all documentation produced as part of the Contract will become the exclusive property of City of St. Augustine Beach.

By submitting Qualifications, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFQ, and has full knowledge of the scope, nature, and quality of work to be performed.

Respondents are responsible for complying with all applicable provisions of the City of St. Augustine Beach Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be considered responsible to perform the work specified in this RFQ. Respondents must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must be a State of Florida licensed qualified Engineering Firm, as defined in Chapter 287.055(2)(h), Florida Statutes, or in accordance with Section 471.023, Florida Statutes.
2. Must be legally authorized to conduct business in the State of Florida and St. Johns County, which requires the Respondent to be registered with the State of Florida Department of State, Division of Corporations, and registered with St. Johns County/City of St. Augustine Beach.
3. The Engineering Firm shall have successfully completed stormwater utility rate structure determination and implementation for at least three (3) projects of similar in size, scope and complexity within the last five (5) consecutive years.
4. The Engineer of Record or any firm that is intending to participate in construction is not permitted to submit a proposal for this service.

Failure by any Respondent to sufficiently demonstrate material compliance with the minimum qualification requirements stated above shall result in the Respondent being deemed non-responsible and removed from further consideration.

C. JOINT VENTURE

In the event of a Joint Venture, the individual empowered by a properly executed Declaration of a Joint Venture and Power of Attorney shall execute the documents included in the submitted Qualifications. The submitted documentation shall clearly identify who will be responsible for the engineering, quality control, and construction portions of the project.

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Solicitation and subsequent Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that the awarded Consultant's performance under the awarded Contract constitutes an act on behalf of the City, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant Firm is expressly authorized, and acts on behalf of the City under the awarded Agreement, Consultant shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the Services;
 - (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Consultant does not transfer the records to the City; and
 - (d) Upon completion of the awarded Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Services.

If the Consultant transfers all public records to the City upon completion of the awarded Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the awarded Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**2200 A1A S
St. Augustine, FL 32080
(904) 471-2122
dfitzgerald@cityofsab.org**

F. USE OF CITY LOGO

Pursuant to, and consistent with, City Administrative Policy, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal/Logo without express written approval of the City Commission of City of St. Augustine Beach, Florida.

Respondents shall not include the City of St. Augustine Beach Seal/Logo in any part of their submitted package. Any packages received by the City of St. Augustine Beach, which contain the City Seal/Logo may be deemed nonresponsive to this requirement. The City reserves the right to request the submitting firm to resubmit a package with the City Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the City.

G. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of work as provided herein. Respondents must certify that no person having any such interest shall be employed for the performance of any of the required services as provided herein.

Respondents must disclose any and all involvement in any City of St. Augustine Beach City Commission advisory board by any person(s) associated with their firm.

Respondents are required to disclose to the City any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the City, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondents must disclose any employment or contractual relationship with a City official or employee in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest by a City officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

Respondents may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original hard copy of their Qualifications and one (1) exact electronic PDF copy of the hard-copy original on an unlocked USB Drive, in a sealed envelope or container labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label has been provided herein to assist with this process. The City is not responsible for any Qualifications that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging/labeling.

Submitted Qualifications must be on 8 ½"x11" pages, with no less than ½" margins and 11pt font.

Qualifications shall not exceed 40 pages in length. CD/DVD is not an acceptable alternative to the USB Drive. All headings, sections, and sub-sections must be appropriately identified.

Submitted Qualifications must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any point or issue, provided that the Qualifications complies with all requirements of this RFQ, including any page limits.

Section 1: Qualifications Cover Page (Complete and Submit) and Cover Letter

Respondent shall complete the Qualifications Cover Page provided herein, and include a separate cover letter which must provide the following:

- Full legal company name and Company type (i.e., Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing addresses (if different), including any other location(s) which may perform portion(s) of the services;
- Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s)-of-contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

Delegation of Authority

Respondent must provide a Delegation of Authority Letter for any representative(s) signing on behalf of the Respondent who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal/owner/partner (as applicable) of the Respondent firm.

Section 2: Company, Staff & Team Qualifications

Respondent shall provide documentation to fully demonstrate the qualification, education, and abilities of the Respondent, its personnel and members of Respondent's proposed team, including sub-consultants. The information must include, but is not limited to: licensure, certification, education and abilities of the firm(s) and personnel who may perform work if selected.

Respondents shall provide the following information to fully demonstrate the Company, Staff and Team Qualifications:

Qualification Certification – Complete and submit **Attachment “A”** provided herein.

Claims, Liens, Litigation History – Complete and submit required information on all claims, liens, and litigation history for the past seven (7) years on **Attachment “B”** provided herein.

Insurance Coverages – Submit current and valid Certificate(s) of Insurance reflecting the required coverages and associated endorsements as provided herein under Contract Requirements; OR provide a letter from a qualified insurance provider attesting to Respondent's capability to obtain the required coverages upon award.

Key Personnel – Submit information to identify the Key Personnel proposed for this project and demonstrate the qualifications, experience and capabilities of the individuals identified as Key Personnel.

Section 3: Related Experience

Respondent shall submit a written narrative describing any and all contracts or engagements successfully completed in the last five (5) calendar years for projects which include services similar in size, scope and cost to those described herein. Respondents shall include their experience with stormwater utility rate structure establishment. Respondents must include a description of all components included in the project, project budget versus final costs, timeframe of performance, project owner name, and point of contact (with contact information). Experience submitted must, at a minimum, meet the minimum experience requirements as provided herein.

The City reserves the right to contact any or all of the entities provided to verify performance information related to the projects submitted for consideration of Related Experience.

Section 4: Project Approach, Quality & Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methodology including all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of subcontractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed.

Section 5: Capacity

Respondents shall provide a detailed narrative demonstrating their capacity to handle the requirements identified within this RFQ. Additionally, Respondents shall provide sufficient documentation to show that they possess the financial resources necessary to successfully perform the scope(s) of work identified in this Request for Qualifications. Respondents are required to submit written verification of bonding capacity; the verification is to be submitted by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the State of Florida; please include single project and aggregate limits.

Section 6: DBE/SBE/MBE/WBE Plan

If the Respondent is not a DBE/MBE/WBE firm, the Respondent shall provide information to sufficiently demonstrate the proposed use of DBE/SBE/MBE/WBE firms as part of the proposed project team and/or make good faith efforts to ensure that project opportunities are presented, with good faith efforts, to DBE/SBE/MBE/WBE firms for response and possible participation for federally funded projects.

Section 7: Administrative Information

Respondent shall submit the completed City Attachments, as provided herein, along with all acknowledged Addenda issued by the City during the solicitation.

I. DETERMINATION OF RESPONSIVENESS

The City of St. Augustine Beach shall review each submitted Qualifications for responsiveness and responsibility to the requirements provided herein. Any Respondent who is deemed non-responsive, and any submitted Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to the evaluation of Qualifications. Only those responsive Qualifications from responsible Respondents shall be evaluated for consideration of ranking.

The City reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

J. EVALUATION OF QUALIFICATIONS SUBMITTALS

All responsive Qualifications Submittals will be evaluated by an Evaluation Committee of no less than three (3) representatives. Evaluators will review and score the Qualifications Submittals individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than three (3) firms to participate in interviews. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the shortlisted firms will be notified. If required, presentations will be scored by the Evaluation Committee as provided herein. Shortlisted firms will be notified, as needed,

of the required information that must be included in any presentation.

The City will make a final selection for award based on the scoring from the qualifications and the ranking from the interviews, and if needed, the scoring from presentations.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City of St. Augustine Beach City Commission.

K. EVALUATION CRITERIA AND SCORING

Submitted Qualifications shall be evaluated based upon the following evaluation criteria and associated points as provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company, Staff & Team Qualifications	25
2. Related Experience	30
3. Current & Projected Workloads	15
4. DBE/SBE/MBE/WBE Certification	5
5. Approach to Services	<u>25</u>
Total Points Possible per Evaluator:	100
<u>Interviews (Shortlisted Firms Only)</u>	
6. Interviews	20
<u>Additional Interview/Presentation (If applicable)</u>	
7. Interview/Presentation	20

The City will select the top ranked firm for award based on the total of all scores, including the initial evaluation of qualifications, the evaluation of the shortlisted firms' interviews, and if necessary, any additional presentations or interviews that are determined to be necessary by the City.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City of St. Augustine Beach City Commission.

L. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose. Upon evaluation and final ranking of Proposals, a Notice of Intent to Award will be issued, expressing the City's intent to negotiate and award a Contract.

It is the intent of the City to enter into negotiations with the top-ranked firm, provided no documentable justification is provided that would prohibit the City from proceeding with the top-ranked firm. If the City and the selected Respondent are able to reach an agreement for the required services, a Contract will be executed. If the City and selected Respondent are unable to reach an agreement, the City shall cease negotiations, and initiate negotiations with the next successively ranked Respondent until an agreement can be reached, or it is determined to be in the City's best interest to forego additional negotiations.

M. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the City's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the City, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The City intends to negotiate and issue a Professional Contract, on a form provided by the City, for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected firm. The Term of the Agreement shall be in accordance with the Contract Documents, as negotiated and agreed to by both parties, up to **180 days**. Final rate structure presentation during May 6, 2024, City Commission meeting.

In the event that a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the City. In the event that a Contract is not attached to the RFQ, it is expressly understood that the City Commission's preference/selection of any submittal does not constitute an award of a Contract with the City. It is expressly understood that no contractual relationship exists with the City until a Contract has been executed by both the City and the selected Respondent. The City reserves the right to delete, add to, or modify one or more components of the selected Respondent's submittal in order to accommodate changed or evolving circumstances that the City may have encountered since the issuance of the RFQ.

It is expressly understood that no contractual relationship exists with the City until a Contract has been executed by both the City and the selected Respondent.

B. HOURLY RATES

For each awarded Contract, hourly rates shall be established, along with rates for reimbursables and expenses. These rates shall remain firm throughout the duration of the Contract, unless otherwise amended by the City.

C. CHANGE ORDERS

Change orders will be processed in accordance with the City Purchasing Policy.

D. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Contract Holder fails to perform any aspect of the responsibilities described herein or as designated in an issued Task Order, City of St. Augustine Beach shall provide written notification identifying any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to cure any and all items of non-compliance. If the items of non-compliance are not cured, or acceptable corrective action taken, as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Holder may be terminated by City of St. Augustine Beach for cause.

In addition to the above, the City may terminate the Contract for convenience at any time, upon thirty (30) days written notice to the Consultant.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to perform all work in accordance with and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the City both as to interpretation and performance.

F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The Consultant warrants that the product/s, or services supplied to City of St. Augustine Beach shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. City of St. Augustine Beach shall be held harmless against any unsafe conditions and contractor employee incidents.

Consultant further certifies that if the material, equipment, service, etc., delivered or provided is subsequently

found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Consultant. All Personal Protective Equipment used by the Consultant, their employees, as well as personnel supplied by any subconsultants, and subcontractors shall be ANSI certified and meet OSHA standards.

G. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. Payment of any rate structures or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

H. INSURANCE REQUIREMENTS

Respondents must include in the submitted Qualifications, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the City and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the City prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Consultant has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Consultant including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Consultant may have to the City or others. Nothing in the Contract shall limit the Consultant to the minimum required insurance coverages found in the Contract.

The term "Additional Insured" shall mean City of St. Augustine, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Finance Division

1) Standard Contract for Service: Less than \$500,000 with no unusual hazards

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

Consultant shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Consultant shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Consultant shall require any subconsultants performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide City with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Consultant. City has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

I. INDEMNIFICATION

Consultant shall indemnify and hold harmless the City and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's rate structures, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the "persons employed or utilized by Consultant" shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or

circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

J. SUB-CONSULTANTS

If the Consultant elects to sub-contract, any portion of the Services, the Consultant shall be responsible for all work performed by any sub-consultant or sub-contractor and shall not be relieved of any obligations under the awarded Contract.

At any time, the City may, at its discretion, require the Consultant to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of proposed sub-consultants and sub-contractors to furnish and perform the Services proposed.

Prior to the award of a Contract, the City will notify the selected Consultant in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant or sub-contractor. The selected Consultant then may, at their discretion, withdraw their Qualification Submittal, or submit an acceptable substitute at no increase in price. If the selected firm fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the selected Consultant, at no cost to the City.

The City reserves the right to disqualify any Supplier, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-consultants, sub-contractors, and any other persons and organizations proposed by the Consultant and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City. In addition, the Consultant is required to disclose in writing any changes to the sub-consultant, sub-contractors, or major material suppliers after execution of the Contract.

K. E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Respondent and all sub-consultants and sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Respondent shall require each sub-consultant and sub-contractor to provide Respondent with an affidavit stating that the sub-contractor or sub-contractor does not employ, contract with, or subcontract with an unauthorized alien. Respondent shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The City, Respondent, or any sub-consultant or sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Respondent otherwise complied, shall promptly notify Respondent and Respondent shall immediately terminate the contract with the subcontractor.
4. The City and Respondent hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Florida Statute § 448.095(2)(d).
5. Respondent acknowledges that, in the event that the City terminates the awarded Contract for Respondent's breach of these provisions regarding employment eligibility, then Respondent may not

be awarded a public contract for at least one (1) year after such termination. Respondent further acknowledges that Respondent is liable for any additional costs incurred by the City as a result of the City's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

6. Respondent shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

D. DISADVANTAGED, SMALL, MINORITY, AND WOMEN OWNED BUSINESS ENTERPRISES

It is the intent of the City to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts in compliance with 2 CFR 200 and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

If the Consultant is not a DBE/MBE/WBE firm the Consultant entering into an agreement for federally funded Task Orders must meet the following criteria:

- Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subconsultants OR
- If unable to utilize DBE/MBE/WBE certified Subconsultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subconsultants.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the Bidder is not a Section 3 firm the entering into an agreement for federally funded Task Orders this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

Required services shall be performed in accordance with applicable local, state, and federal rules, laws, codes and regulations from the Department of Economic Opportunity (DEO), Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP), as well as any other applicable, governing agencies, and their recovery, reimbursement, and assistance programs.

PART V: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE
IN A SEALED ENVELOPE OR CONTAINER TO:**

CITY ENGINEER
CITY OF ST. AUGUSTINE BEACH, FL
2200 A1A S
ST. AUGUSTINE, FLORIDA 32080

FULL LEGAL NAME OF RESPONDENT:

MAILING ADDRESS:

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS:

DATE: _____

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "A"

QUALIFICATION CERTIFICATION

The Undersigned submits this Qualification Package to be considered as a Qualified Engineering Firm for provision of professional engineering services.

A copy of the license(s) under which our firm is engaged in the business of contracting in the State of Florida is attached. This license was issued in accordance with provisions of Section 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by City of St. Augustine Beach.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by City of St. Augustine Beach, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the City of St. Augustine Beach, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "B"

CLAIMS, LIENS, LITIGATION HISTORY

Respondents must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a project dispute?

Yes _____ No _____

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue

Name (s) of the attorneys representing all parties:

Amount actually recovered, if any

Name(s) of the project owner(s)/manager(s) to include address and phone number

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Please list all liens (including Federal, State, and Local) which have been filed against your Company within the past seven (7) years. List in detail the type of Lien, date, amount and current status of each Lien. If none, so state.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, on separate sheet(s), provide an explanation of those instances.

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?

Yes _____ No _____ If no, on separate sheet(s), explain why.

7. On separate sheet(s), list the status of all pending claims currently filed against your company. If none, so state.

8. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds?

Yes _____ No _____ If yes, on separate sheet(s) explain in detail.

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "C"

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent), being of lawful age and being duly sworn I, _____ (Affiant), in my position as _____ (Title) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

State of _____

City of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "D"

QUALIFICATIONS AFFIDAVIT

CITY OF ST. AUGUSTINE BEACH CITY COMMISSION
ST. AUGUSTINE, FLORIDA

Respondent makes and submits the following sworn statement:

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION**.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither Affiant, nor Respondent, association or corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Respondent's submitted Qualifications on the above described project. Furthermore, Affiant states that neither the Respondent nor any of its officers are debarred from participating in public contract lettings in Florida, or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

State of _____

City of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT “E”

CONFLICT OF INTEREST DISCLOSURE FORM

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Supplier’s professional judgment in completing work for the benefit of City of St. Augustine Beach (“City”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Suppliers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Suppliers, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant’s professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):

Signature

Print Name/Title

Signature

Print Name/Title

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Full Legal Name of Respondent

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) days after such conviction or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "G"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation 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.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____
____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced ____
_____ as identification.

Notary Public

My Commission Expires

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "H"

EQUAL OPPORTUNITY REPORT STATEMENT

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

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

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The

Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public
My Commission Expires:_____

RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION

ATTACHMENT "I"

NON-COLLUSION CERTIFICATION

City of St. Augustine Beach requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Qualification issued by City of St. Augustine Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public
My Commission Expires:_____

**RFQ NO: 23-04; STORMWATER UTILITY RATE STRUCTURE DETERMINATION
ATTACHMENT "J"**

E-VERIFY AFFIDAVIT

STATE OF _____
CITY OF _____

I, _____ ("Affiant"), being duly authorized by and on behalf
of _____ ("Respondent") hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of the awarded Contract, in accordance with section 448.095, F.S., awarded Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant and shall expressly require any subconsultants performing work or providing services pursuant to the awarded Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant.
3. Consultant shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the awarded Contract are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Contract for which City of St. Augustine Beach may immediately terminate the awarded Contract without notice and without penalty. The Consultant further understands and agrees that in the event of such termination, Consultant shall be liable to the City of St. Augustine Beach for any costs incurred by the City resulting from Consultant's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent


Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, 20____, by Affiant, who is ☐ personally known to me or ☐ has produced____
_____ as identification.

Notary Public
My Commission Expires: _____

SEALED RFQ MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a “Sealed Proposal”.

SEALED RFQ • DO NOT OPEN	
SEALED RFQ #:	RFQ 23-04
RFQ TITLE:	STORMWATER UTILITY RATE STRUCTURE DETERMINATION
DUE DATE/TIME:	Monday, September 11, 2023 No Later Than 3:00 PM EST / EDST
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City Manager City of St. Augustine 2200 A1A S St. Augustine, FL 32080



END OF DOCUMENT