

**Request for Proposals (RFP) for  
PROFESSIONAL PLANNING CONSULTING SERVICES  
for the creation of a  
City of New Smyrna Beach, Florida  
Community Redevelopment Agency-US 1 Corridor  
RFP 2012-CM-\_\_\_\_\_**

The purpose of the request for proposal is to select the most highly qualified firm to provide the requested services. It is anticipated that a firm will be awarded a basic agreement to provide the necessary services for a period of two (2) years. Authorization for performance of services by the selected firm under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the City. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of a work order or any other similar arrangement agreed upon by the City and the consulting firm. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement. It is anticipated that after the blight study is completed, the City would then decide to authorize Phase II, the actual CRA Redevelopment Plan, based on the discussions with Volusia County, on the proposed CRA.

The basic agreement does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic agreement will have no effect upon task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment. Request for Proposals should be delivered to the City Clerk, City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, Florida 32168 on or before **2:00 p.m., July 6, 2012**. Request for Proposals received after this deadline shall not be considered for award.

**SCOPE OF SERVICE:** The City of New Smyrna Beach is seeking the services of professional consultants. The scope of services shall consist of, but not limited to:

- Identify areas of potential slum or blight as outlined in 163.340(7) or (8), Florida Statutes, and conduct the required analysis to determine the extent, if any, of such slum or blight within the City of New Smyrna Beach within the attached proposed CRA area (Attachment I-Map and March 2011 Goals).
- Prepare the TIF revenue estimates for the proposed CRA area, based on the proposed timeframe of the CRA, and land use within the Corridor, and adjustments that would be required to support the capital projects within the proposed CRA Area
- Provide a specific timeframe for the blight study completion and tasks, as well as the formation of the CRA
- Address the US 1 Corridor areas within the current CRA that expires in 2015, as well as the stated desire for Infill Housing and increased density, and incentives that could be utilized to support a housing market.
- Review the adjacent unincorporated properties in Historical Westside for possible inclusion within the CRA (this work would only be provided if requested by Volusia County and priced out as a separate work task)
- Prepare a list of potential capital projects for the proposed CRA. Sources include FDOT intersection improvements; Utilities Commission long-range capital improvements, FDOT US 1 Corridor Study, Volusia County and NSB Departments of Public Works, the North Causeway Study, the Historic Westside Neighborhood Plan, and NSB Airport Master Plan.
- Provide recommendations for Compliance with Volusia County Resolution#2010-20 (copy attached) regarding the delegation of the exercise of powers under 163.410 to the City of New Smyrna Beach.
- Provide a proposed draft required ordinance designed for the approval or adoption of the "Finding of Necessity" and the establishment of a Community Redevelopment Agency.
- Incorporate the FEC 180 acre tract, along US1, with the land use and densities approved in 2011.
- Prepare a Redevelopment Plan after the establishment of the CRA in accordance with 163.360.

The cost of the above tasks, within the Scope of Service, shall be identified separately within the RFP, and will be utilized as part of the evaluation criteria, as this is not a CCNA assignment.

**CONTENT OF REQUEST FOR PROPOSALS REQUIREMENTS:** Firms interested in providing the required professional services shall submit one (1) original, marked "ORIGINAL", five (5) copies each marked "COPY", and one (1) complete, labeled electronic copy on a compact disc in PDF format, of the requested qualification data for evaluation. Each Firm shall submit a complete Request for Proposals with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered. **Failure to provide the required copies and information may result in the Request for Proposals not being considered.**

The content and sequence of the Request for Proposals will be as follows:

**I. COVER LETTER OF INTEREST:** A one-page cover letter and introduction including the company name and address of the Firm and the name, address and telephone number, facsimile number, e-mail of the person or persons to be used for contact and who will be authorized to make representations for the firm. The letter shall be signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. If the letter is from an authorized representative, then the firm shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. The prime consultant or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

## **II. TABLE OF CONTENTS**

**III. BACKGROUND, QUALIFICATIONS AND APPROACH:** this section shall include:

- a. Section A. Firms shall provide a brief profile of their company, which should include their Firm's legal name (former name, if applicable), history, business structure (corporate, LLC, partnership, sole proprietor, etc.), type of ownership (small business, small disadvantaged business or woman-owned business), length of company's existence, locations of their parent company, branch or subsidiary and proposed project team, total number of personnel including personnel by discipline, and average annual revenue for the past five (5) years.
- b. Section B. A narrative which provides background on the Firm's basic familiarity or experience in providing similar services to governments as are outlined in this RFQ and the number of years of related experience. The Firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the basic agreement. The Firm shall utilize only competent personnel who are qualified by experience and education.
- c. Section C. Descriptions of the qualifications of the individual(s) providing the services (include resumes, certificates, licenses, etc.) as well as their hourly rates for those working on the project.
- d. Section D. Descriptions and examples of any similar or related projects which the individuals assigned to the project team have provided services, which best illustrates those individuals' qualifications for the scope of services.
- e. Section E. All Firms shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Firms shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to services performed or failed to be performed over the last five (5) years. Firms shall list any work their firm failed to complete in the last five (5) years and describe when, where, how and why such failure occurred. Firms shall also list any officer of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons thereof.
- f. Section F. The Firm shall provide a reference list to include all governmental, commercial or industrial entities in which the firm has provided services for in the last five (10) years. The reference list shall include the name of the entity, location of entity, a contact person, telephone number, email address, brief description of the project and cost of completed project.
- g. Section G. Recommended Approach: Firm is to use this section to describe the essence of their Request for Proposal to include a general discussion of your understanding of the project, the approach proposed, the timeframe proposed, the costs involved, including the hourly costs of those involved on the project, to complete the work as outlined in the RFP, and a summary of the features of your Request for Proposal.

#### IV. DOCUMENTS

**Professional Certification/Licenses:** The Firm shall have a current professional registration certificate from the appropriate governing board. A firm must be properly registered at the time of its Request for Proposals to practice their profession in the State of Florida. Firms shall attach copies of their corporate registration, professional license and business tax receipt.

**Conflict of Interest Disclosure:** All firms shall properly complete, notarize and include with their Request for Proposals, the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project. See the attached form included in this package.

**Prohibition Against Contingent Fees:** All firms shall properly complete, notarize and include with their Request for Proposals the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of the agreement. See the attached form included in this package.

**Confidential Materials:** Any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed **Non-Disclosure Agreement for Confidential Materials**.

**Public Entity Crime and Discriminatory Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or a public work, awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two of the Florida Statute Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list. See the attached forms to be completed by the prime consultant and all sub consultants of the project team.

**Drug-Free Work Place:** All firms shall complete and include with their Request for Proposals the attached **Drug-Free Work Place Form** certifying compliance with Florida Statute 287.087. See the attached form included in this package.

**INSURANCE: Upon the approval of an award, the firm shall furnish to the City a certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth. The firm shall either cover any sub-consultant/contractor on its policy or require the sub-consultants to conform to all requirements for insurance contained herein. Final forms shall contain the correct solicitation and/or project number and City of New Smyrna Beach contact person.**

The firm shall also provide and maintain at all times during the term of any agreement resulting from this solicitation or for such longer periods as may be required, without cost or expense to the City of New Smyrna Beach, policies of insurance insuring the firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the firm under the terms and provisions of the agreement. The firm shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- **Commercial General Liability shall be an occurrence policy** - in the amount of one million (\$1,000,000.00) dollars aggregate / one million (\$1,000,000.00) dollars per occurrence.
- **Professional Liability shall be an occurrence policy** – in the amount of one million (\$1,000,000.00) dollars per occurrence with a maximum deductible of fifty thousand (\$50,000.00) dollars including coverage for groups A, B, and C (libel, false arrest, slander). For policies written on a “Claims-Made” basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of the agreement and agrees to maintain insurance coverage for a period not less than three years after the completion of the agreement term.
- **Business Automobile Liability** – in the amount of one million (\$1,000,000.00) dollars.
- **Workers Compensation** – As required by Florida law.

Requirements for the firm that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four (4) employees shall be required to submit a signed and notarized hold harmless agreement relieving the City of liability in the event they and/or their employees are injured while performing under the terms of the agreement.

Incorporated or unincorporated firms with four (4) or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," a signed and notarized hold harmless agreement, and valid proof of coverage for non-exempt employees.

The hold harmless agreement mentioned above is included as an attachment to this request for qualifications. Said agreements shall be returned with the Request for Proposals as detailed in the Request for Proposals requirements. These shall be completed by the authorized resident agent & returned to the procurement analyst noted in the contact information of this solicitation.

The firm agrees that the City will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City. **Firm also agrees that the insurer shall waive its rights of subrogation, if any, against the City.**

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insurer is required to have a minimum rating of A++, A+, A or A-, Class VIII or better, in the "Best Key Rating Guide" published by A.M. Best Company, Inc.

The certificate of insurance shall be dated and shall show:

- A. The name of the insured firm, the specified job by name, name of the insurer, and the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy. City shall be named as certificate holder.
- C. City shall be named as an additional insured on the coverage with respect to general liability.

**Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Firm and/or sub-Firm.

**Cost:** The response to the Request for Proposal shall contain a not to exceed cost proposal which includes the amount of time that each individual on the project team is projected to spend on each phase or component of the study, as well as a detailed breakdown of reimbursable costs. The response shall include the cost of six public meetings (2 hours in length, which would include the public meetings, as well as City Commission presentations of the work products).

**EVALUATION METHOD:** The City Manager will appoint an evaluation committee to evaluate the Request for Proposals and to make recommendations to the City Commission. Volusia County will also be invited to participate in the evaluation committee, through the County Manager or their designee. The City will be the sole judge of its own best interests, the overall response to the Request for Proposals, and the resulting agreement. The City's decisions will be final. Award will be made to the Request for Proposals, which presents the best value to the City based on the entire evaluation process and all the information gathered. The City will require the short-listed firm (s) to give an oral presentation and engage in discussions relative to the Firm's specific experience on similar projects.

**EVALUATION CRITERIA:** The following criteria will be used in the evaluation of the Request for Proposals:

- Credentials, qualifications and years of experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, experience on similar projects, and training (30%)
- Number of years prime and sub consultants worked together & past performance in providing similar projects (10%)
- Ability to meet time and budget requirements w/Current & projected work load of personnel involved (5%)
- Office location (5%)
- Overall project approach to support the needs and objectives of the project, and cost of the proposal (50%).

CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that

1. I, (printed name) \_\_\_\_\_, am the (title) \_\_\_\_\_ and the duly authorized representative of the firm of (Firm Name) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Request for Proposals is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Request for Proposals for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Corporate Officer Name & Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC – STATE OF** \_\_\_\_\_  
**Type or print name:**

\_\_\_\_\_  
(Seal)

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each Request for Proposals:

The firm, \_\_\_\_\_, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure the agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of the agreement.

By \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_

Corporate Officer Name & Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to/affirmed and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_  
Type or print name:

\_\_\_\_\_  
(Seal)

**NON-DISCLOSURE AGREEMENT**  
**for**  
**CONFIDENTIAL MATERIALS**  
**RFP 2012-NSB-\_\_\_\_**

**RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFQ DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE VALUATION COMMITTEE ON THE DAY OF THE EVALUATION MEETING; THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.**

Note: This form must be submitted with any material submitted to the City at any time, before or after Request for Proposals opening.

Firm:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the City of New Smyrna Beach, a political subdivision of the State of Florida (the "City"), and the above named Firm (hereinafter the "Firm"). The City and the Firm are collectively referred to as the "Parties" and may be referred to individually as a Party.

**RECITALS**

WHEREAS, the Firm possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a request for Request for Proposals or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Firm.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Firm agree as follows:

1. Confidential Materials. The Firm warrants and represents to the City that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for road or public works projects as defined in 119.071(1)(c); Florida Statutes. Subject to the terms and conditions of the Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the negotiations or the business relationship with the City, the Firm may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by the Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to the Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
  - a. Information already known or independently developed by the City;
  - b. Information in the public domain through no wrongful act of the City;
  - c. Information received by the City from a third party who was legally free to disclose it;
  - d. Information disclosed by the Firm to a third party without restriction on disclosure;
  - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
  - f. Information that is disclosed with the prior written consent of the Firm, but only to the extent permitted by such consent.

4. Non-Disclosure by Firm. In the event that the City discloses confidential or trade secret information to the Firm, the Firm agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Firm, or at any time upon request of the City, Firm agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of non-disclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Firm understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Firm to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Firm further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Firm. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Firm shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorneys fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount, which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Firm designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:  
  
City of New Smyrna Beach, Florida  
City Manager's Office  
210 Sams Avenue  
New Smyrna Beach, Florida 32168
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida.
12. Firm and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

City of New Smyrna Beach, Florida

Firm

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST:  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST:  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

**RFP No. 2012-NSB-\_\_\_\_**  
**Notification Regarding Public Entity Crime and Discriminatory Vendor List**  
**Requirements and Disqualification Provision**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

*287.133(2)(a)* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Request for Proposals, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Request for Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any bid, Request for Proposals, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, Request for Proposals, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Request for Proposals, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Request for Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any bid, Request for Proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, Request for Proposals, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a Request for Proposals, the Respondent represents and warrants that the submission of its Request for Proposals does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's Subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

**RFP No. 2012-NSB-\_\_\_\_**  
**Certification Regarding**  
**Debarment, Suspension,**  
**And Other Responsibility Matters**  
**Primary Covered Transactions**

**TO BE COMPLETED BY THE PRIME CONSULTANT**

1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this bid Request for Proposals been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and (d) Have not within a three-year period preceding this bid Request for Proposals had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, Such prospective participant shall attach an explanation to this bid Request for Proposals.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**RFP No. 2012-NSB-\_\_\_\_**  
**Certification Regarding**  
**Debarment, Suspension, Ineligibility**  
**And Voluntary Exclusion**

**TO BE COMPLETED BY ALL SUB-CONSULTANTS**

Lower Tier Covered Transactions

1) The prospective lower tier participant (sub-consultant) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**RFP No. 2012-NSB-\_\_\_\_**  
**DRUG-FREE WORK PLACE**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
*(Name of Firm)*

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date