

Request for Qualifications RFQ # 13-Q-024	Due Date: May 1, 2013 @ 3:00 pm	Mail Date: April 2, 2013
Purchasing Agent: Jesus M. Vieiro	Respond: City of Titusville Purchasing & Contracting Division 555 S. Washington Avenue, Titusville, Florida 32796	
Mandatory Pre-submittal Conference: April 10, 2013 at 9:00 AM in the City Council Chamber		
Solicitation Title/Name: RFQ # 13-Q-024 Downtown Regional Stormwater Program		

City Of Titusville, Florida



Downtown Regional Stormwater Program

APRIL 2013

**NOTICE OF INVITATION
REQUEST FOR QUALIFICATIONS**

IN ACCORDANCE WITH THE 'CONSULTANTS COMPETITIVE NEGOTIATIONS ACT' (CCNA), FLORIDA STATUTE 287.055, THE CITY OF TITUSVILLE HEREBY INVITES INTERESTED FLORIDA LICENSED PROFESSIONAL ENGINEERING FIRMS TO PRESENT THEIR QUALIFICATIONS PERTAINING TO THE PREPARATION OF A DOWNTOWN REGIONAL STORMWATER PROGRAM. QUALIFICATIONS WILL BE ACCEPTED BY THE CITY OF TITUSVILLE AT CITY HALL, 555 S. WASHINGTON AVENUE, TITUSVILLE, FLORIDA 32796, UNTIL MAY 1, 2013 @ 3:00 P.M., AT WHICH TIME AND DATE ALL DULY RECEIVED SUBMITTALS WILL BE OPENED AND THE NAMES OF THE FIRMS WILL READ OUTLOUD IN THE CITY COUNCIL CHAMBERS. ANY SUBMITTALS RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL NOT BE CONSIDERED. SEALED ENVELOPES SHALL CONTAIN THE NAME OF THE FIRM AND BE MARKED AS FOLLOWS:

SUBMITTAL NUMBER: RFQ # 13-Q-024
TITLE: DOWNTOWN REGIONAL STORMWATER PROGRAM
OPEN: MAY 1, 2013 @ 3:00 P.M.

Qualified Firms interested in responding to this Request for Qualifications may pick up or request the RFQ package via email: jesus.vieiro@titusville.com, or from the Purchasing and Contracting Administration office 321-383-5815 located on the second floor in City Hall at the address indicated above.

A mandatory pre-submittal conference has been scheduled for 9:00 AM on April 10, 2013 at City Hall in the Council Chamber.

Your attention is directed to F.S. Section 287.133 (2) (A) "Public Entity Crime", which prohibits a public entity from accepting a bid, awarding a contract, or conducting business with certain persons or affiliates that are on the convicted vendor list pursuant to such statute. A form is included in this package for your execution and submission.

A Drug Free Workplace Form is also included in this package for your execution and submission. Failure to execute and submit the above forms will subject your response to disqualification.

Firms interested in submitting a response to this RFQ agree not to contact (lobby) City Council Members or any employee or agent of the City at any time during the solicitation period and selection process. All inquires must be directed to the Purchasing and Contracting Administrator in writing. Any other contact with the owner will be considered inappropriate and subject your response to rejection/disqualification.

Questions concerning this RFQ should be directed to Jesus M. Vieiro, Purchasing and Contracting Administrator (321-383-5815) via email: jesus.vieiro@titusville.com.

The City reserves the right to reject any and all responses, waive any informality or irregularity on any response if considered non-substantial by the City, or cancel this solicitation at will.

Related Documents:

1. CDBG Federal Requirements, and
2. CRA Master Drainage Study

CITY OF TITUSVILLE
Project Title: Downtown Regional Stormwater Program

SCOPE OF SERVICES

Purpose

It is the intent of the City of Titusville to engage a Planning and Engineering consultant to prepare a Downtown Regional Stormwater Program for the Downtown CRA area and identify either a regional stormwater management system or other alternatives capable of meeting the stormwater requirements for new development or redevelopment in the Downtown area. Another goal of this project is to improve the water quality and control flooding. The work is to be conducted in accordance with this scope of services.

Background

The City adopted the Downtown Master Plan in April 2006, which was created by the University of South Florida's Center for Community Design and Research. The plan is intended to guide and coordinate growth in the Downtown through different initiatives. The City's desire is to facilitate redevelopment and new development in the Downtown while at the same time addressing stormwater generated in the Downtown giving emphasis on the design and its feasibility.

The City of Titusville is at the onset of a new cycle of Downtown growth and redevelopment. In an effort to ensure that City residents and visitors are provided with memorable open space and public realm experiences, the Downtown Master Plan envisions the addition of new mixed-use buildings on infill lots along the Washington/Hopkins spine, new open space amenities, enhanced streetscape conditions and new public facilities, especially stormwater ponds, which will increase the area's capacity to accommodate new growth.

A main objective of the Downtown Regional Stormwater Program sets forth the importance of identifying opportunities for including central public infrastructure facilities that will help to attract private-sector investment and new infill development. Creating new stormwater facilities that will provide additional development capacity in the Downtown area is essential in being able to achieve this goal.

In addition, one component of the Downtown Regional Stormwater Program will be establishment of new standards that will be put in place for all future development. These standards will be aimed at preserving the character of the historic features of the Downtown and creating physical conditions that are more visually appealing. These standards should be considered when devising the Downtown Regional Stormwater Program.

Site information

The Downtown Community Redevelopment Agency (CRA) area encompasses up to 300 acres of land on the eastern edge of the City and is over a mile and a half from its northernmost area at the municipal waterfront park and marina complex, to its southern terminus at Grace Street. The CRA includes the Historic Downtown, or core area, and a number of close-in neighborhoods. The CRA is bounded by the Indian River waterfront on the east and north and by the Florida East Coast Railroad tracks on the west. As the CRA area parallels the Indian River, it includes over 1.9 miles of waterfront.

In the Downtown core area, small onsite retention ponds impede the City's desire for redevelopment of traditional densities, possibly prevent feasible projects, and affect the urban design character of the Downtown. A regional solution for stormwater in the Downtown will allow redevelopment that maximizes Land Use. The stormwater system could also serve as a multipurpose area, which may include parks, open space etc.

Objectives

- The main objective of this study is to prepare a Downtown Regional Stormwater Program.
- To improve the water quality and provide flood attenuation.
- To provide a regional alternative for stormwater management.
- To identify different techniques that could be utilized to manage stormwater that is generated by redevelopment.
- To determine the feasibility of implementing the techniques identified for the study area.
- To review and identify the City's rules and regulations that need to be amended and to recommend policies or codes that need changes and adjustments.
- To review the different agencies' policies and stormwater requirements that are applicable and require compliance.

PHASE I: Data Collection and Inventory

1. **Kick off meeting:** Discuss project approach, project schedule and other issues.
2. **Review existing data:** Review existing Stormwater Plan from the City and modeling for the project area, and other available data, FDEP, FDOT, SJRWMD, USACE and Brevard County with regard to applicable regulation, hydrology, drainage patterns, historic and current drainage issues; as well as the stormwater problems within the project area. Determine if there are any drainage projects planned by any other entity that would affect this study (new developments etc.). Also, review City's level of service criteria.
3. **Existing boundary of Study Area:** The consultant will be required to examine the project boundary as identified in the Community Redevelopment Plan attached hereto.
4. **Review Policies and Permitting applicable for this area:** Review of State and Federal stormwater requirements. Review of the City's stormwater policies and development guidelines and analyze them in conjunction with redevelopment goals and objectives.
5. **Determine the projected amount of stormwater that will be generated from the Downtown area:** Estimate the amount of stormwater that will be generated. This will help to ensure proper planning to address identified issues and avoid consequences such as flooding and deterioration of water quality. The consultant will estimate the amount of future stormwater generation under current code due to redevelopment and new development in the Downtown area.

PHASE II: Develop Alternatives

1. **Alternative Analysis:** The consultant will research various options to address stormwater problems such as:

- a. Available construction techniques and practices for new development that will reduce or control stormwater generation. The consultant will develop guidelines for the different alternatives to address the standards in the regulations.
- b. Regional strategy to address stormwater. Identify potential sites where stormwater facilities could be located and conduct feasibility studies. Possibility of a developer building the stormwater amenity and the City can buy the facilities from the developer. The City can in turn sell the credits to other developers who want to build or redevelop in the Downtown area.
- c. Incentive-based alternatives.
- d. Regulatory incentives.

The consultant will prepare a conceptual cost estimate for each of the various alternatives.

2. **Identify problems and constraints:** The consultant will list the criteria, obstacles and constraints of the different alternatives recommended. Strategies can be formulated to accommodate the binding constraints. The plan must ensure that the stormwater management issues are addressed consistent with the applicable policies, rules and regulations of federal, state, regional and local agencies.
3. **Conceptual Alternatives:** The consultant will meet with City staff and present conceptual alternatives for the Downtown Regional Stormwater Program. Analysis of each alternative's ability to address the requirement of treating the stormwater generated in the Downtown area. A workshop will be conducted with City staff to select the preferred alternative.

PHASE III: Develop Program

1. **Funding source:** Consultant will identify potential funding sources that maybe utilized in the design and construction of the regional stormwater facilities. The consultant will also prepare cost estimates.
2. **Permitting:** The report must be submitted to the State and other regulatory agencies for review and comment.
3. **Report Document:** The consultant will prepare a final report document which details the Downtown Stormwater Development Program procedures, tasks, techniques, practices, strategies for implementation, recommended capital improvement projects, and estimated costs.

Deliverables

The consultant shall deliver to the City the following items:

- a. Interim reports will be prepared by the consultant at the end of each phase.
- b. The consultant will make interim and final presentations to the Community Redevelopment Agency (CRA).
- c. Two (2) copies of the Downtown Regional Stormwater Program.
- d. Two copies on CD of the electronic files for the Downtown Regional Stormwater Program.

Sub-consultants

The consultant may retain sub-consultants to assist in the performance of portions of the services described herein, pursuant to the terms and conditions hereby agreed to. The consultant shall be solely responsible for the performance of and payment for all such sub-consultants.

Schedule

The consultant shall indicate the approximate number of days required to perform the services required for the Downtown Stormwater Plan. The City estimates that this effort should be completed within 12 months of the NTP.

Owner's Responsibility

It is the City's intent that the preparation of the Downtown Stormwater Development Plan will be a collaborative effort with the consultant and, as such, will work with the consultant providing the information and items available within the departments of the City.

Management of Project

This project will be jointly managed by the Planning Department and Engineering Department with participation from the Building and Engineering Services Department, Water Resources Department, and Public Works Department. Each phase shall be reviewed by a Technical Review team that will consist of staff members from these departments.

Budget

The budget for the Downtown Stormwater Development Program is \$100,000 funded through the CDBG Program.

Development Costs

The City of Titusville shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFQ or cost associated with any interview required for evaluation and selection purpose.

Inquiries

Interested parties having questions regarding this RFQ shall address their questions in writing to the following:

Jesus M. Vieiro
Purchasing and Contracting Administrator
City of Titusville
555 S. Washington Avenue, Titusville, FL 32796

Delays

The City reserves the right to delay or alter any date or time schedule if the City deems it is in its best interest to do so.

Qualifications of Respondents

The City of Titusville is seeking respondents whose professional experience includes:

- Preparing Regional Stormwater Plans,
- Developing regional alternatives for stormwater management
- Developing innovative techniques to manage stormwater,
- Designing stormwater facilities,

CONTENTS OF THE FIRMS STATEMENT OF QUALIFICATIONS

Each firm, which desires to apply for consideration, shall submit one (1) original and five (5) copies of their Statement of Qualification. Firms responding to this RFQ must be licensed to conduct business in Florida and are encouraged to review the Scope of Services described in this document.

In order to enhance and facilitate the review process, it is required that submittals be organized in the manner specified below.

The Statement of Qualifications shall include a letter of interest with a brief introduction of the firm (not to exceed two (2) pages) and also provide other details such as: the length in time and nature of business, size of firm, management team, technical and support staff, principals involved, etc. Flow chart may be provided, and the following:

1. History details

- 1.1) List all terminated contracts providing reason for and date of termination, Owner and other pertinent details,
- 1.2) List of filed lawsuits providing details of the claim, Owner, the status of the case and resolution where applicable

2. Firm's experience

Elaborate on similar engagements that the Firm is qualified to perform.

- 2.1) Provide details of no less than three contracts or projects completed by Firm, similar to the Regional Stormwater Program as described herein, including services performed, project owner and contact, contract amount, copies of final product for one project.
- 2.2) For the projects submitted in 2.1 above provide the original Contract amount and the Final Contract amount for each project. Identify the firm's willingness to meet City's budget requirements. For each project indicate the number of change orders, the total cost for all the change order and the percentage of project cost. Provide details of change orders affecting project schedule.
- 2.3) For the projects submitted in 2.1 above provide original and actual start and completion dates. Identify the firm's willingness to meet City's time requirements.
- 2.4) List the qualifications of key personnel that will be assigned to this project and describe what projects they worked on, their involvement or responsibility, pursuant to preparation of: (a) Regional Stormwater Plans, or (b) Regional alternatives for Stormwater Management, or (c) Innovative techniques to manage stormwater, and (d) Designing Stormwater facilities, and provide details as to whether such projects

were completed within the original Budget and Schedule.

- 2.5) For the projects submitted in 2.4 above provide the original Contract amount and the Final Contract amount for each project. For each project indicate the number of change orders, the total cost for all the change order and the percentage of project cost. Provide details of change orders affecting project schedule.
- 2.6) For the projects submitted in 2.4 above provide original and actual start and completion dates.

3. Firm's capabilities

Describe the Firm's ability and capacity to perform contract services in a timely manner. Provide a list of proposed qualified personnel, individuals experience, current assignments and availability. Provide the schedules of ongoing and other contracted projects indicating the present and future involvement of personnel assigned to this project. Chart showing availability of resources may be helpful.

4. Project approach

The project approach should include an analysis of the understanding of the scope of services, the proposed approach and the methodology:

- Describe each task and the steps the consultant uses to perform these tasks. Discuss the role of the firm and any other party involved in the data gathering, analysis, recommendation process, preparation and submission of documents, various presentations to staff, boards, commissions, City Council, etc.
- Outline major tasks, responsibilities, time frames and staff assigned.
- Describe innovative or compelling additional services that the firm may be able to provide as separate items to the main scope of services. (This does not mean that the City will commit to these additional services but it does illustrate a firm's experience and ability to work with varying citizen groups and demands)

5. Project Schedule

The project schedule proposed by the Consultant should outline all the significant project milestones.

6. Distance in miles from the City of Titusville of the firm's office where the services will be performed.
7. Copies of certification as Minority Business Enterprise or as Women Business Enterprise.

Submittal shall contain any MBE/WBE certifications for Primary Consultant and/or Sub-Consultants. Please refer to the scoring criteria provided in page 20.

In addition, submittal must indicate if either Primary Consultant and/or Sub-Consultants employ any individuals residing within the local target area.

8. Volume of work in \$ awarded by the City of Titusville with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most qualified firms.
9. Identify firms' special resources and capabilities such as computed-aided drafting and design systems, lab and/or testing facilities, etc.

10. Submit a copy of your firm's current professional registration certificate, a copy of your firm's Florida Corporate Charter as required by the Department of State to operate in Florida, an executed Drug Free Work Place Form, and an executed Public Entity Crime Form. Forms are supplied in this RFQ package.

Other items to be included in the firm's Statement of Qualifications are contained in the attached evaluation form (Exhibit A). Firms may also submit any additional marketing data that is applicable and they feel will be helpful in this process.

SELECTION AND EVALUATION PROCEDURES

The City of Titusville intends to make an award to a Consultant to provide the services for the projects contained herein.

Accordingly, the Statements of Qualifications received will be reviewed and evaluated by the Consultant Selection Committee "committee" utilizing the Professional Services Evaluation Form attached hereto and marked "Exhibit A" containing specific evaluation criteria established for this RFQ. The scores of the committee members will be added to determine the ranking of the firms (first, second and third) for short-listing and/or recommendation for Council to approve the ranking and authorize negotiations with the number 1 ranked firm, and in the event that negotiations do not succeed with the number 1 ranked firm, to formally end negotiations with the first ranked firm and enter negotiations with the second ranked firm, and so on. Council action is final. Depending on the number of responses received, short-listing may not be required as determined by the City. Interviews will be required with a minimum of three firms.

PRICE & CONTRACT NEGOTIATION

Price and Contract Negotiation may take place only after the evaluation and selection process has been completed starting with the number one ranked firm.

Upon successful negotiation, the City Council must approve and authorize any agreement negotiated, or disapprove.

CITY COUNCIL ACTION

After successful negotiations have taken place, City Council will be asked to approve. City Council action is final.

SPECIAL PROVISIONS

1. Consultant shall maintain a complete set of all work papers and documents in the event that it's needed for future reference and to support the report.
2. Consultant will be expected to agree to allow duly authorized agents of the City of Titusville access to any original books, documents, papers or computer files which are directly pertinent to this project for the purposes of making audit examinations, excerpts, and transcriptions. Consultant shall maintain all said records for five (5) years after the City's final payment for

services related to this matter.

3. Consultant agrees that terms of the contract shall provide that the City retain ownership rights to all documents prepared by the Consultant during the course of the project. These documents shall become "Public Record".
4. Consultant will be expected to agree that deliverables under any contract resulting from the award of the Request for Proposals will be without exception, available for duplication, dissemination, and use by the City of Titusville as needed without restrictions or liability for copyright royalties or usage fees.
5. Adherence to the work schedule mutually agreed to by the Consultant and the City as provided in the contract.

CONTRACT TERMS

1. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of this RFQ. The City reserves the right to reject any agreement, which does not conform, to the RFQ and any City requirements for agreements and contracts.
2. All applicable laws and regulations of the State of Florida and ordinances and regulations of Brevard County and the City of Titusville will apply to any resulting agreement. In the event of litigation, venue will be Brevard County, Florida.
3. Hold Harmless and Indemnification: The Consultant shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
4. The Consultant shall be held responsible for all errors, omissions, or negligent acts committed by his staff during the performance of the work for the project contained herein.
5. Public Entity Crimes: 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 proposal/bid on a contract to provide any goods or services to a public entity; may not submit a proposal/bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a proposal/bid on leases of real property to a public entity, may not be award or perform work as a contractor, supplier, subcontractor, or proposer under a contract with a public entity, and may not transact business with any public entity in excess of threshold amounts provided in FS Section 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.
6. Drug Free Workplace Certification by Vendor: All Consultants must complete the enclosed "Drug Free Workplace Certification by Vendor" if applicable, and submit it with their proposal.

7. Insurance Requirements

The Consultant shall procure, maintain, and provide insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Consultant, his agents, representatives, employees or subcontractors. A certificate of insurance with coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Consultant for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

A. General

Before starting work, the Consultant and all its sub-consultants shall procure and maintain minimum levels of insurance as specified by this section.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

- 1) Worker's Compensation – Coverage to apply to all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include:
 - a) Employer's liability with a limit of \$1,000,000 each accident and disease.
- 2) Commercial General Liability – Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, on an occurrence basis, filed by the Insurance Services Office and must include:
 - a.) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b.) Premises and Operations.
 - c.) Independent Contractors
 - d.) Products and completed Operations – Consultant shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operation.
 - e.) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- 3) Business Auto Policy – Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:
 - a. Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b. Owner Vehicles
 - c. Hired and Non-Owned Vehicles.

- 4) Professional Liability – The Consultant shall maintain a professional liability insurance policy in the amount of \$1,000,000 during the term of this Contract. Such coverage shall be maintained for a period of three (3) years following completion and acceptance of any work performed under this agreement. In the event the Consultant fails to secure and maintain such coverage, Consultant shall be deemed the insurer of such professional liability insurance and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.
- 5) Additional Insured – The City of Titusville, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. Consultant's insurance including that applicable to the City as an Additional Insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with Consultant's insurance. Consultant's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 6) Notice of Cancellation and/or Restriction – Each policy must be endorsed to provide the City with a minimum of forty-five (45) days notice of cancellation and/or restriction.
- 7) Certificates of Insurance – Certificates of insurance evidencing the Insurance coverage specified in this section shall be submitted to the City before operations are begun. The required certificates of insurance shall name the types of policies provided. If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.
- 8) Coverage Provisions
 - a. All deductibles or self-insured retention shall appear on the certificate(s).
 - b. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
 - c. All coverage's for sub-consultants of the Consultant shall be subject to all of the requirements stated herein.
 - d. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - e. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
 - f. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
 - g. The Consultant shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - h. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A-. If A.M. Best rating is less than A-, approval must be received from City's Risk Management Officer.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR PROJECTS OF AN UNUSUAL SIZE OR RISK.

GENERAL CONDITIONS

1. The City of Titusville, Florida will receive submittals until 3:00 p.m., on May 1, 2013. The proposals will be publicly opened in Council Chambers, City Hall, 555 S. Washington Avenue, Titusville, Florida, in the presence of City officials at the above stated time and date. All Consultants or their representatives are invited to be present.

2. Any submittals received after above stated time and date shall not be considered. It shall be the sole responsibility of the Consultant to have their proposal delivered to the Purchasing and Contracting Administration Office, 555 S. Washington Avenue, Titusville, FL 32796, for receipt on or before the above stated time and date. If a proposal is sent through the U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Late proposals shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

3. Each Consultant shall examine and review the RFQ documents. Should clarification or additional information be required, a written request must be submitted to the City Purchasing and Contracting Administration Office, no later than five (5) days prior to the deadline for submittal of proposals. At its discretion, the City may answer such inquiries by means of a written Addendum. The City shall not be responsible for oral information given by any City employee or other person. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposal, the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Consultant, prior to submitting their proposal, to contact the City Purchasing and Contracting Administration Office at 321.383.5767 to determine if addenda were issued and to make such addenda a part of the proposal.

4. One (1) signed original Package and five (5) photocopies of your submittal and attachments shall be submitted in one sealed package, clearly marked on the outside "RFQ#13-Q-024 Downtown Regional Stormwater Program" and addressed to:

Purchasing and Contracting Administrator
City of Titusville, Purchasing & Contracting Administration
555 S. Washington Avenue, Titusville, Florida 32796

5. Submittals shall clearly indicate the legal name, address and telephone number of the Consultant (corporation, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

6. The City reserves the right to accept or reject any or all submittals, to waive irregularities and technicalities, and-or to request resubmission. There is no obligation on the part of the City to award the contract to the Consultant that submits the lowest proposal, or to any Consultant. The City reserves the right to award the contract to a responsible Consultant submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interests of the City. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

7. Ex Parte Communication: Please note that to assure proper and fair evaluation of proposals, after the Request for Proposals is issued by the City, any ex parte communication initiated by the Proposer to any City Council member or City employee, other than the City's Purchasing and Contracting Administrator in order to obtain information or clarification needed to develop a proper and accurate proposal, is prohibited.

Ex parte communication, shall not only be grounds to reject/disqualify a Proposer in this procurement, but also may be grounds for disqualifying the offending Proposer from consideration on any future proposal.

8. Lobbying: Proposers are not permitted to lobby any City Council member. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a City Council member on the award of this contract. Any Proposer or individuals that lobby on behalf of a Proposer may by their actions cause their Proposer's submission to be rejected/disqualified.

9. Non-Confidentiality of Proposals: The City does not warrant the confidentiality of proposals submitted in response to this Request for Proposals. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them, consequently Proposers requiring confidentiality must consider this before submitting. An exception to this is in Section 119.07 of the Florida Statutes. To comply with this request and to protect confidential information (that you think qualifies) as required by Section 119.07 of the Florida Statutes, we want to know if any portion of your proposal is confidential or "exempt from disclosure".

If your proposal contains such information and it is your desire to protect its confidentiality, the confidential information must be in a marked sealed envelope separable from your proposal and you must advise the City as to the applicable law making that information exempt from disclosure. A general comment or stamp that information is "confidential" will not suffice.

10. Non-Warranty of Specifications: Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the Proposers. Neither the City of Titusville nor its employees or representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the Proposer(s) to determine the full extent of the exposures.

11. Contingent Fees: The Successful Vendor(s) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Successful Vendor(s), 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 Successful Vendor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the City shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

12. Independent Contractor: Vendor is an independent contractor. Neither Contractor nor Contractor's employees are employees of the City. Contractor shall have the right to control and direct the means and methods by which the Work is accomplished. Contractor may perform services for others, which solely utilize Contractor's facilities and do not violate any confidentiality requirements of this Agreement. Contractor is solely responsible for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the

City harmless from any failure to comply with such laws. Contractor's duties with respect to Contractor, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the City provides training, equipment, materials, or facilities or otherwise facilitate performance of the Work, this shall not affect any of Contractor's duties hereunder or alter Contractor's status as an independent contractor.

I have read the preceding terms and agree to its contents.

Vendor Authorized Representative (print or typed) Date

Authorized Representative (signature)

Address _____

Telephone _____ Fax _____

DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 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 commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 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 Paragraph 1 through 5.

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

Date: _____

Contractor

PUBLIC ENTITY CRIMES

Any person submitting a quote, bid, or proposal in response to this invitation or a contract, must execute the enclosed form PUR. 7069, sworn statement under section 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid, or proposal. If you are submitting a quote, bid or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy(ies) of the form are executed by them and are included with your quote, bid, or proposal. Corrections to the form will not be allowed after the quote, bid, or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid, or proposal may result in immediate disqualification of your bid or proposal.

The 1989 Florida Legislature passed Senate Bill 458 creating Sections 287.132 - 133, Florida Statutes, effective July 1, 1989. Section 287.132(3)(d), Florida Statutes, requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Section 287.133, Florida Statutes, as 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 or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes.

Therefore, effective October 1, 1990, prior to entering into a contract (formal contract or purchase order) in excess of the threshold amount for category two, to provide goods or services to **THE CITY OF TITUSVILLE**, a person shall file a sworn statement with the Purchasing and Contracting Administrator or its designee, as applicable. The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

THE INCLUSION OF THE SWORN STATEMENT OR AFFIDAVIT SHALL BE SUBMITTED CONCURRENTLY WITH YOUR QUOTE OR BID DOCUMENTS. NON-INCLUSION OF THIS DOCUMENT MAY NECESSITATE REJECTION OF YOUR QUOTE OR BID.

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the QUALIFICATIONS for: _____
_____ THE CITY OF TITUSVILLE.

2. This sworn statement is submitted by _____, whose business address is _____ and (if applicable) its Federal Employer Identification (FEIN) is _____.

3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

(1) A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)
Date:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, _____ (title) on behalf of _____. He/she is personally known to me or has produced _____ as identification and did () did not () take an oath.

(Notary Signature)
Name:_____
My Commission Expires: _____
Commission Number:_____

PROFESSIONAL SERVICES EVALUATION FORM

RFQ: _____ TITLE: _____

TOTAL

COMMENTS: List strengths, weaknesses and deficiencies to justify scores		
EVALUATOR SIGNATURE		DATE:

SCORING PROXIMITY TO THE CITY

- | | | |
|----|---------------------------------|----------|
| 1. | WITHIN CITY LIMITS | 5 POINTS |
| 2. | OUTSIDE CITY LIMITS TO 50 MILES | 4 POINTS |
| 3. | OVER 50 MILES TO 100 MILES | 3 POINTS |
| 4. | OVER 100 MILES TO 150 MILES | 2 POINTS |
| 5. | OVER 150 MILES | 1 POINT |

SCORING DBE/WBE

- | | | |
|----|--|----------|
| 1. | PRIMARY FIRM LOCATED WITHIN TARGET AREA | 5 POINTS |
| 2. | PRIMARY FIRM LOCATED OUTSIDE TARGET AREA | 3 POINTS |
| 3. | EACH SUBCONSULTANT LOCATED WITHIN TARGET AREA | 2 POINTS |
| 4. | EACH SUBCONSULTANT LOCATED OUTSIDE TARGET AREA | 1 POINT |
| 5. | EACH FIRM (PRIMARY OR SUB-CONSULTANT) THAT HIRES INDIVIDUALS RESIDING WITHIN TARGET AREA | 2 POINTS |

CDBG SUPPLEMENTAL CONDITIONS
(Consultant Contracts)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern unless noted otherwise in that section.

=====

1. Termination (Cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the Consultant's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the consultant relating to commitments (e.g., suppliers, sub-consultants) which had become firm prior to receipt of the notice of intent to terminate.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the consultant shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the consultant in performing this contract, whether completed or in process.

(e) Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the consultant and sub-consultant(s) which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The consultant and sub-consultant(s) shall retain all records relating to this contract for five years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The consultant shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The Consultant shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action

to ensure that applicants for employment 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.

(2) The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

(3) Consultant shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

(1) Section 202 Equal Opportunity Clause

During the performance of this contract, the Consultant agrees as follows:

(a) 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 a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) 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 consideration without regard to race, color, religion, sex, or national origin.

(c) 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Consultant's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) 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.

(e) 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) 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, be declared ineligible for further Government contracts in accordance with procedures authorized 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.

(g) The Consultant will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 Department may direct as a means of enforcing such provisions, including sections of 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 Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

(2) The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant shall specifically ensure that all supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals.
- (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant has employment opportunities available, and maintain a record of the organization's responses.
- (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was not employed by the Consultant, this shall be documented in the file with the reason therefore, along with whatever additional actions the Consultant may have taken.
- (d). Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or woman sent by the Consultant or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
- (e). Develop training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and

other programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor.

- (f) Disseminate the Consultant's EEO policy by providing notice of the policy and training programs to personnel by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other Consultants and Sub-consultants with whom the Consultant does or anticipates doing business.
- (i). Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Consultant=s work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant=s obligations under these specifications are being carried out.

- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female sub-Consultants and suppliers, including circulation of solicitations to minority and female Consultant associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Consultant's EEO policies and affirmative action obligations.
- (3) Consultants are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((7) 1. through 16.). The efforts of a Consultant association, Consultant-community, or other similar group of which the Consultant is a member and participant, may be asserted as fulfilling any one or more of its obligations of these Specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation shall not be a defense for the Consultant's noncompliance.
- (4) The Consultant is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Consultant may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally, the Consultant may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (5) The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (6) The Consultant shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (7) The Consultant shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (8) The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Consultant fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(9) The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, trade, affiliation, if any, employee identification number where assigned, social security number, race, sex, status, dates of changes in status, hours worked per week, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

(10) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this proposal, bid, the bidder, offeror, applicant or sub-consultant certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or sub-consultant agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed sub-consultants prior to the award of sub-consultants have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other impediment which would prevent them from complying with such requirements.

(3) The Consultant will send to each labor organization or representative of workers with which he has an agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available where both employees and applicants for training and employment practices can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-consultant is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any sub-consultant where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.

(6) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the

contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Consultants or sub-consultants, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(7) With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 8(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450E) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

G. Section 503 Handicapped (Contracts \$2,500 or Over)

(1) The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Consultant agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

8. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

9. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

The Consultant shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or sub-consultants, as applicable. Prior to contract award, the Consultant shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or sub-consultants, as applicable. Information regarding certified M/WBE firms can be obtained from:

- * State of Florida Office of Supplier Diversity at 850-487-0915
(online directory at: <http://199.250.30.122/dirhome.htm>)
- * State of Florida Department of Transportation Equal Opportunity Office at 850-414-4747
(website: <http://www.state.fl.us/equalopportunity/office>) for road construction projects
- * Minority Business Development Center in most major cities
- * local government M/WBE programs in many large counties and cities

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Consultant/Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone No _____

Amount of Contract _____ MBE Percentage _____ WBE Percentage: _____

1. MBE _____ Sub-Consultant _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE _____ Sub-Consultant _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE _____ Sub-Consultant _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

4. MBE _____ Sub-Consultant _____

WBE _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

TABLE A
BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

Company

Project Name

Project Number

Person Completing Form

Date

TABLE B BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

TABLE D CONSULTANT'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number	Prime Consultant		Address		Contract Amount		Federal ID No.
Name of Sub-Consultant	Section 3 Business*	Address & Phone Number	Service, or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

* Check if a Section 3 Business Concern

Section 3 Business Concern Total Dollar Amount Awarded to Section 3 Businesses \$ _____

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF _____)
COUNTY OF _____) SS.

being first duly sworn, deposes and says that he is

(Sole owner, a partner, president, secretary, etc.)

of _____
the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Bidder)

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public in and for _____ County _____

My Commission expires _____, 201__.

(SEAL)

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over \$100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and sub-grants) over \$100,000, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Entity (Vendor,)

Name of Certifying Official (Authorized Official)

Signature of Certifying Official

Date

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
_____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction Contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Bidder

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, 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. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Signature of Contractor

Title