



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Qualifications

Project Name: Engineering Consulting Services for Landfill Closure, Landfill Gas System Expansion and Cell Construction

RFQ #: 2023031

RFQ Opening Date: **Thursday, February 23, 2023**

RFQ Opening Time: **2:00 P.M.**

All Statements of Qualifications (SOQs) must be received by the Purchasing Division, prior to the date and time shown above. Late responses will be not be accepted or considered.

PLEASE SUBMIT:

ONE ELECTRONIC COPY AS A SINGLE PDF TO PURCHASING@IRCGOV.COM PRIOR TO THE RFQ OPENING DATE AND TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

Scope of Services

1. INTRODUCTION

In compliance with Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statute, the Indian River County Solid Waste Disposal District (SWDD), a special dependent district of Indian River County (County), is issuing this Request for Qualifications (RFQ) for professional Engineering Consulting Services related to landfill closure; landfill gas system expansion and cell construction projects for the next 10 years. This includes design, permitting, procurement, and construction services.

A. Facility Location

The facility is located south of Oslo Road, west of Range Line Road (74th Avenue) and east of Interstate 95, Indian River County, Florida. The latitude and longitude are 27°34'48.4" North and 80°28'49.1" West.

B. Facility Description and Permits

The Indian River County Landfill (IRCL) property covers about 276 acres and includes the Class 1 disposal area described below and a 19-acre Construction and Demolition (C&D) debris disposal cell in the southeast corner of the property. The Class 1 facility also includes a household hazardous waste transfer facility, a yard trash processing operation, and a waste tire site authorized by the Florida Department of Environmental Protection under Permit Nos.: 0128769-0220-SC and 0128769-023-SO inclusive of Permit Modification No.: 0128679-024-SO-MM. This is a 20-year permit, which expires in 2036. The C&D disposal cell is permitted under Permit No. 0128769-032-SO-24, which expires in June 2027. An Environmental Resource Permit has also been issued by the FDEP under Permit No. EM 31-0163429-010, which expires in July 2025. Additionally, a 5-year Title V permit was issued by the FDEP on January 24, 2023. Please find attached the IRCL Development Plan that shows the current and future permitted improvements. Copies of permits and permit related documents can be found on FDEP's OCULUS database at <https://depdms.dep.state.fl.us/Oculus/servlet/login>. The Water Assurance Compliance System Identification Number (WACS) for the site is 19134.

a. Landfill Cells

Segment 1 is a 20-acre unlined landfill cell that was operated between 1978 and 1990 and was closed with an 8-12 inch compacted clay cap in 1991. A permit was issued in 2005, and modified in 2006, to allow for the placement of C&D debris on top of the Segment 1 north, west and south side slopes. The C&D debris was capped with a two-foot layer of soil and vegetation as final closure of Segment 1 in 2005.

Segment 2 was constructed in 1988 and comprises an area of approximately 38 acres to the east of Segment 1. Segment 2 with constructed with a 60-mil geomembrane liner. The final design height of Segment 2 is 180 feet NGVD. Leachate from the western half of Segment 2 is collected at a pump station at the northwest corner of Segment 2 and pumped to Manhole 9 at the northeast corner of Segment 2. Leachate from the eastern half of Segment 2 is collected into Manhole 9. The north and south side slopes of Segment 2 have received final closure cover; consisting of a 40-mil linear low density polyethylene (LLDPE) geomembrane, a geonet drainage layer and 2 feet of soil and vegetation; up to elevation 105 feet NGVD.

The Infill Area was constructed in 1999. The bottom of the Infill Area has a single composite liner comprised of a 60-mil geomembrane over two feet of compacted clay covering a five-acre area between Segment 1 and Segment 2, and a 60-mil geomembrane covering approximately 7.5 acres of the east slope of Segment 1. Leachate from the Infill Area drains to the collection pipe along the western side of Segment 2.

The Segment 1 vertical expansion was constructed in 2009 and comprises an area of approximately 4.6 acres on top of the closed Segment 1 cell. The Segment 1 vertical expansion was constructed with a composite liner consisting of a 60-mil geomembrane and a geosynthetic clay liner. The final design height of the Segment 1 vertical expansion is 180 feet NGVD. Leachate from the Segment 1 vertical expansion drains through a geocomposite drainage layer into the Infill Area.

Segment 3 is located to the east and southeast of Segment 2 and in accordance with the FDEP permits is being constructed in phases as needed. The total footprint area of Segment 3 is 76 acres and consists of 8 cells. Cell 1, directly east of and on top of the east slope of Segment 2, was constructed in 2013. Cell 2, directly east of Cell 1, was constructed in 2020. Segment 3 cells will be constructed, and Cell 1 and Cell 2 have been constructed, using a double liner system with a leachate collection system and a leak detection system. Leachate from Segment 2 and Segment 3 is currently collected and pumped to the Indian River County West Regional Wastewater Treatment Plant (WRWTP). However, a new Leachate Evaporation System, with a design capacity of 30,000 gallons per day, is being installed on the property to evaporate 30,000 gallons per day of leachate. This system is expected to be in operation in the first quarter of 2023. The residue from the Leachate Evaporator is approved to be disposed the Class 1 Landfill.

2. LANDFILL CLOSURE, LANDFILL GAS MANAGEMENT SYSTEM EXPANSION AND CELL CONSTRUCTION PROJECTS

The consultant/engineer should specifically provide FDEP permitting and detailed construction design and bid documents for landfill closure, landfill gas system expansion and cell construction projects at the IRCL facility over the next 10 years. The design, permitting and construction of Segment 3 Cell 3 is in the capital improvement plan for the 2022/23 – 2023/24 Fiscal Year. Ancillary services related to leachate equipment, transfer or treatment, well installation/abandonments, swale/road improvements and other services that are part of or related to the major closure or cell construction work is considered part of the scope of work. The requirements for these projects include:

A. FDEP Permit Form(s)

Preparing and completing the FDEP Form 17-701.900(1) titled “Application for a Permit to Construct, Operate, Modify or Close a Solid Waste Management Facility” and will include the engineering reports and drawings in support of the permit application as required by the form. Prepare and complete FDEP forms as necessary for projects during the scope of this agreement.

B. Class I Landfill Partial Closure Design and Permitting

- a. Consists of the design and permitting of the partial closure and GMS upgrade/expansion of the Segment 3 (north and south slopes) landfill up to final design grades ranging from approximately El. 170 ft to El. 180 ft National Geodetic Vertical Datum of 1929 (NGVD 29).
- b. Layout and grading of the side slopes and top decks of Segment 3;
- c. Specification of components and materials of the final cover system (vegetative layer, cap protective layer, and geosynthetics);
- d. Evaluation of percolation through and liquid head build-up in the final cover system using the hydrologic evaluation of landfill performance (HELP) model;
- e. Evaluation of stability and settlement of the final cover system;
- f. Design of the final cover drainage system to collect and convey the water that percolates through the vegetative and cap protective layers;
- g. Design of the surface water drainage system to collect and convey the storm water runoff from the final cover system to the perimeter toe ditch;
- h. Development of typical final cover system details (configuration of the final cover system at the side slope swales, and other details as appropriate) as required for the permit application;
- i. Development of a construction quality assurance (CQA) plan;
- j. Development of technical specifications; and
- k. Development of financial assurance calculations.

C. Design for Expansion of the Landfill Gas Management System

Segment 1, the Infill Area, Segment 2 and Cell 1 of Segment 3 of the IRCL has an existing landfill Gas Management System consisting of vertical and horizontal gas extraction wells, gas collection lateral and header pipes, a condensate management system, a blower system, and flare station. In addition, side-slope collectors have been utilized on the east slope of Segment 3 Cell 1. Using the currently permitted GMS design and based on the existing conditions at the site and current projected waste filling rates and waste stream properties, the Consultant will design the GMS expansion to cover the proposed partial closure areas and design upgrades to optimize the existing GMS. This will include tying in the existing GMS components with the future LFG collection system to the extent practicable. The GMS should be designed to utilize existing GMS features to the extent practical, which may include extending existing vertical gas wells or constructing remote wellheads that connect to existing gas wells.

The Consultant will also re-evaluate the need for upgrades to the LFG blowers and/or flare systems and will prepare a landfill gas generation curve for the IRCL facility using the United States Environmental Protection Agency (USEPA) LandGEM model, which will incorporate actual waste disposal rates. Based on the calculated landfill gas generation curve and assumptions of collection efficiency, the Consultant will estimate the gas flow rate that can be collected and compare to the existing LFG blower/flare system capacity. In addition, the Consultant will review the monthly GMS monitoring data (to include LFG flow rate, composition, and water levels in collection wells) for the past year to evaluate the apparent reduction in the gas generation rates compared with the gas generation predictions. A summary memorandum should be included in the GMS design package and subsequent construction documents.

D. New Cell Construction Projects

As mentioned above, Segment 3 is permitted for 8 cells with Cell 1 constructed in 2013 and Cell 2 constructed in 2020. The construction of Cell 3 is included in the capital improvement plan and it is anticipated that at least an additional cell will need to be constructed during the scope of this agreement. All cell construction projects will require design, permitting, procurement and construction services.

E. Engineering Analysis, Documents & Support (as required)

2023031 RFQ Engineering Consultant for Landfill Cell and Closure Projects

- a. Subsurface investigation, geotechnical analysis and site-specific soil characterization;
- b. Solid Waste Permit Modification;
- c. ERP Permit Modification;
- d. Preparation of construction level drawings and specifications;
- e. Provide a construction cost estimate;
- f. Provide a bid form with quantities;
- g. Provide bid assistance; and
- h. Engineering support during construction.

Submittal Instructions

Professional Engineering Firms (Consultants) responding to this Request for Qualifications (RFQ) shall submit the following in their Statement of Qualifications (SOQ):

Information to Be Submitted: Submit one electronic copy as a single pdf file by email to purchasing@ircgov.com. County is not responsible for delays in delivery of SOQs by email. SOQs will be acknowledged as they are received. No SOQ arriving after the stated due date and time will be considered. SOQs must include and are requested to be organized as follows:

- a. A Cover letter with a description of the range of services offered by of the Consultant relevant to this project. **(2 PAGE MAXIMUM)**
- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant's representative assigned to manage the County's project. **(5 PAGE MAXIMUM)**
- c. Firm's Similar project experience. **(5 PAGE MAXIMUM)**
- d. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFQ. Illustrate any expertise or unique capability Consultant can provide the County. **(2 PAGE MAXIMUM)**
- e. Provide a projected timeline/schedule with the Consultant's methodology for milestones in the project. Beginning with a start work date of April 1, 2023, include anticipated date the design will be ready for bid, and your estimate of length of time to construct. Identify means by which design and construction can be expedited. **(2 PAGE MAXIMUM)**
- f. Completed Firm Information form **(2 PAGES, PLUS LITIGATION HISTORY)**
- g. Completed and executed Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code. **(2 PAGES)**
- h. Completed Certification Regarding Prohibition Against Contracting with Scrutinized Companies **(1 PAGE)**
- i. Completed Certification regarding lobbying **(1 PAGE)**
- j. Completed Certification regarding debarment **(1 PAGE)**

Cover sheets, tabs, etc. shall not be included. The first page of the submittal shall be the cover letter. Pages in excess of the stated limits will be removed prior to submittal of the SOQ to the committee for review.

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.

3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

<i>EVALUATION CRITERIA</i>	<i>EVALUATION POINTS MAXIMUM</i>
1. Firm qualifications/capabilities and similar projects*	20
2. Staff qualifications	15
3. Approach	20
4. Proposed Timeline	20
5. References	25
TOTAL	100

*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency.

Anticipated Timeline:

Initial ranking: **Monday, February 27, 2023**

Informal Zoom discussions w firms: **Tuesday, February 28, 2023, with final ranking to follow immediately**

Final Ranking of Firms presented to SWDD Board for Authorization to Negotiate: **Tuesday, March 7, 2023**

Approval of agreement and negotiated rates/scope: **Tuesday, March 28, 2023**

Work to commence immediately after execution of the agreement.

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, RFQ #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Qualifications. SOQs submitted after the stated time and date will not be accepted or considered.

Submission: Submit one electronic copy by email to purchasing@ircgov.com PRIOR to the due date and time for responses.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity

(defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFQ documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFQ. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFQ documents have been issued. All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their SOQ, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their SOQ.

Applicable Law and Venue: Contract(s) resulting from this RFQ and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have

known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all SOQs or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate combined single limit
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all SOQs in whole or in part and waive any and all any technicalities or irregularities.

FIRM INFORMATION

Communications concerning this statement of qualifications shall be addressed to:

Company Name			
Tax ID Number			
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? _____
2. List Firm’s State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:
 Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

 Dates of Service: _____

Agency/Firm Name: _____
 Address: _____
 Contact Name: _____ Title: _____
 E-Mail: _____ Phone: _____
 Services Provided: _____

 Dates of Service: _____

4. Date Registered with e-Verify.gov: _____ Certificate # _____

5. List all ligation cases during the past three (3) years in which the Consultant has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2023031
for Landfill Engineering Cell and Closure Projects

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (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 an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. 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, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ 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 have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, 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 an 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The CONSULTANT certifies, by submission of this SOQ, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this SOQ.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date