



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

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## Request for Qualifications

Project Name: Progressive Design-Build Services for Ixora Park  
Infrastructure Improvements  
IRCDUS Project ID: 41.23.548

RFQ #: 2024030

RFQ Opening Date: **February 7, 2024**

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

**All Statements of Qualifications (SOQs) must be received by the Purchasing Division, B1-301, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

SUBMIT:

ONE (1) MARKED ORIGINAL SOQ,

FIVE (5) COPIES OF YOUR SOQ, **AND (Printed and Electronic are BOTH required)**

ONE (1) ELECTRONIC COPY AS A SINGLE SEARCHABLE PDF EMAILED TO

[PURCHASING@INDIANRIVER.GOV](mailto:PURCHASING@INDIANRIVER.GOV) PRIOR TO THE RFQ OPENING DATE AND TIME.

CDs and USB Thumb drives **cannot** be accepted.

**Refer All Questions to:**

Email: [purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)

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## REQUEST FOR QUALIFICATIONS

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### RFQ 2024030

#### Progressive Design-Build Services for Ixora Park Infrastructure Improvements

The Indian River County Board of County Commissioners is requesting Statements of Qualifications (SOQs) from firms, design-build teams, or other legal entities (“DBT”) appropriately licensed and capable of providing Progressive Design-Build Services.

The Request for Qualifications (RFQ), including project specifications and information required to be submitted for consideration may be found at: [www.demandstar.com](http://www.demandstar.com) or by selecting “Current Solicitations” at [https://indianriver.gov/services/management\\_budget/purchasing/index.php](https://indianriver.gov/services/management_budget/purchasing/index.php).

Receipt of SOQs by the Purchasing Division, 1800 27<sup>th</sup> Street, Building B, Vero Beach, Florida 32960 must occur by 2:00 p.m. on Wednesday, February 7, 2024.

A Pre-Bid Conference will be held on **Wednesday, January 17, 2024 at 10:00 A.M.**, in the first-floor conference room A1-303 of Indian River County Administration Building located at 1801 27<sup>th</sup> Street, Vero Beach, Florida, 32960. ATTENDANCE AT THIS CONFERENCE BY ALL BIDDERS IS HIGHLY ENCOURAGED.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Publish: For Publication in the Indian River Press Journal**

**Date: Sunday, January 7, 2024**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

**Indian River County**  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Billing account: **1125968**

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## Scope of Services and Design Criteria

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### Introduction

Indian River County is requesting statements of qualifications (SOQs) from qualified firms, teams or other legal entity (“design-build team”, “DBT”, or “firm”), to provide progressive Design-Build services, including project management, planning, engineering, permitting, and construction services for Ixora Park Infrastructure Improvements (“Project”). This project will be a multi-phase, multi-year undertaking and includes potable water, sewer, stormwater, and roads infrastructure rehabilitation, including but not limited to, piping, valves, meters, manhole, drainage, roadway, and lift station improvements. The Ixora Park area of Vero Beach, FL 32962, includes approximately 275 properties and is roughly defined as lying between 1<sup>st</sup> Street SW to the north, 20<sup>th</sup> Avenue on the east, South Relief Canal on the south, and 27<sup>th</sup> Avenue to the west. The attached Appendix A provides the GIS plot of the project area.

### Background

Indian River County’s Department of Utility Services (IRCDUS) was formed over 30 years ago when Indian River County’s water, wastewater, and solid waste utility services were consolidated under one department. IRCDUS now provides water and wastewater services to over 50,000 accounts. The water system, which is the largest in the County, provides service to approximately 110,000 people and businesses in its urban service area (USA). The water system includes two water treatment plants with a total of sixteen wells, as well as two primary treatment facilities for the demineralization concentrate, approximately 900 miles of pipeline, and 10 million gallons of treated water storage. The wastewater system, with four wastewater treatment plants and more than 484 miles of sanitary sewers, is also the largest such system in the County. IRCDUS maintains and operates a reuse system comprising of approximately 45 miles of pipeline, 3 million gallons storage tank and pumps.

### Project Overview

IRCDUS currently owns and is responsible for the Ixora Park sewerage network containing 9,710 linear feet of vitrified clay pipe (VCP) gravity sewer and 23 manholes with installations dating from 1952. The Ixora Park area features two lift stations, the first in the south just west of 20<sup>th</sup> Ave. This station pumps to the second lift station which connects the system from the northwest corner of the Ixora Park area into a force main along 1<sup>st</sup> Street SW. Deficiencies in the VCP have been identified through pipe failures, closed-circuit television (CCTV) and roadway repair efforts.

### Wastewater Services

This project will facilitate the complete replacement and/or rehabilitation of the existing VCP sewer network and relocation of all sewers to the centerline of the roadway. The new network shall meet IRCDUS and Regulatory Agency requirements for sewer collection systems including slopes and manhole depths. The selected Team will also be expected to assess the feasibility of a new Vacuum Sewer system for replacement and/or rehabilitation of the current gravity system.

The selected Team will be expected to assess the abandonment and demolition of the two (2) existing wastewater pump stations and design and construct a new single pump station located in the same location as the pump station on the east of 20<sup>th</sup> Ave, see GIS plot in Appendix A. This new pump station will serve all Ixora Park with a new force main connecting into the force main in 1<sup>st</sup> Street SW. Assessing survey services for the new force main route and additional road upgrades will also be required. It should be noted that the existing collection system must remain

active as best as possible, including both pumping stations, during the entirety of the construction of the project to alleviate customers from being without a sewer service.

### **Drainage Services**

The selected Team will be expected to design and construct replacement stormwater drainage structures (in their current locations) with standard valley gutter structures, replace all valley gutters and, prepare roadway plans to meet County standard slopes for residential areas.

### **Water Services**

Water distribution mains and associated meters and valves located outside of the roadway right of way, including those inside private property and within the roadways, shall be relocated as part of the project. The selected Team will be expected to assess the existing water mains to determine if rehabilitation or replacement is required. An assessment of the potable water piping network shall be conducted and improvements, if any, shall be included in the design and build to ensure that water supply to customers is not impacted during construction services.

Design and build activities shall include an assessment of the impact of the Ixora Park improvements on the operation of the existing water and wastewater treatment facilities including the reuse system both during construction activities and following the infrastructure improvements. It should be noted that the potable water network must remain active as best as possible during construction to alleviate customers from being without water.

### **Roadway Services**

The selected Team shall investigate the road settlement issues within Ixora Park to determine the cause(s) and design and build infrastructure, drainage, and roadway improvements to address the issues.

Survey - including high resolution scans and ground penetrating radar - and geotechnical services will be needed for all phases of this project. The selected DBT shall also include subsurface investigations (soft digs) to assist with conflict resolution.

### **Project Management**

The selected Team will be responsible for managing scope, schedule, and budget, and maintain regular communication with the County's Project Manager to keep him or her fully apprised of project matters for duration of the project. In general, all supporting data and documents will be submitted in digital format.

### **Further Services**

The Team shall prepare applications for permits to construct the new gravity sewer collection system, drainage, roadways and water distribution system improvements for submittal to the regulatory agencies.

The selected Team will develop the design and construction plans in distinct phases to meet the requirements of the budget and schedule of the project funding sources. Team shall identify grants available to fund the project or portion thereof. These are highly likely to dictate the project schedule and phasing. Team will aid on grant applications including but not limited to providing required technical documents to support grant request and responding to questions. Application fees will be paid directly by the County.

## General Requirements

The following are anticipated tasks the Design-Build Team will be expected to perform in association with the design and build project. Specific task assignments may be subject to scope definition and fee negotiation on a task-by-task basis:

- Conduct feasibility study of replacing the current gravity sewer system with a vacuum sewer system. Provide recommendation to IRCDUS based on study.
- Redesign and construct entirety of the gravity sewer system within Ixora Park to meet IRCDUS and Regulatory Agency requirements including realignment to the centerline of the roadways.
- As part of the design and build package the vendor will relocate the potable water system to the right of way in front of all properties including AMI meter placement.
- Evaluate Alternative Project Delivery Models, recommend options and facilitate decision making.
- Perform water and wastewater system engineering and design for water mains and appurtenances, including hydraulic modeling and analysis. It is expected that gravity flow in the wastewater system will reverse on the west side of Ixora Park once the new pumping station is brought into service.
- Identify root causes of roadway deficiencies and provide IRCDUS options for addressing the needed improvements and provide engineering design and construction improvements.
- Conduct all surveying and geotechnical services necessary for a full and complete design.
- Obtain all necessary permits needed, including Indian River County Right-of-Way Permit and Utility Construction Permit (UCP) for the revised gravity sewer collection system and all other utility services that are being replace, rehabilitated, or abandoned.
- Provide estimate of total project cost and construction timeline at each progressive design and build package based on project delivery model(s).
- Provide sketch and legal descriptions for any proposed easements.
- Project construction coordination with other County Departments (e.g., Public Works) and agencies (e.g., City of Vero Beach) as necessary.
- Facilitate monthly project progress meetings with County staff.
- Prepare record drawings and assist with updates to the IRCDUS GIS system.
- Facilitate development of asset management data in electronic format that is compatible to upload into the IRCDUS Computerized Maintenance Management System (CMMS).
- Provide project management to ensure the project is completed within schedule, scope, budget, while adhering to the County's standards, quality and other requirements.
- Research grant opportunities and assist the County with the application process.
- Attend various board, community, and agency meetings on behalf of IRCDUS, and represent the Department on technical issues relating to design and construction matters.

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## Submittal Instructions

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### Information to Be Submitted

Submit one marked original and five (5) copies, **plus** one electronic copy (both printed and electronic copies are required). Electronic copy must be sent by email as a single pdf, or by an emailed link to a drop box or other file share folder, to [purchasing@indianriver.gov](mailto:purchasing@indianriver.gov). CD and USBs are not acceptable, per our Information Technology security requirements.

### Format

Responses should be succinct; therefore, page limits are established for each section of the SOQ. Pages in excess of the referenced limits for each section will be removed, and not be reviewed or considered by the evaluation committee. A cover letter is not requested, and if included, will count against the page limit for Section 2, Qualifications of the Firm. Font size for text must be no smaller than 11 pt.

**Proposals should not be marked “confidential”, “trade secret” or the like.** Any information submitted that is exempt from disclosure, in accordance with Florida Statute, **MUST** be submitted in a **separately sealed envelope**, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County’s sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

The SOQ should be submitted only on 8½ x 11 pages (no legal or ledger sheets), and are to include and organized by the following numbered sections:

SOQs must include, and be organized by numbered tabs as follows:

1. **Firm Information Form** – 0 Points (No page limit) – The Firm Information form must be completed and accompanied by the requested litigation history. No additional information should be submitted in this section.
2. **Qualifications of the Firm or Team** – 15 Points (Max 6 pages) – Provide an overview of the firm’s range of services, including documentation of experience demonstrating the capability to perform the required services for water and wastewater, drainage and roadway infrastructure. If multiple firms are involved (e.g., a team or joint-venture arrangement), provide the same for all firms.
3. **Qualifications and Experience of the Project Manager** – 15 Points (Max 4 Pages) – Provide a comprehensive summary of the experience and qualifications of the individual(s) who will serve as project manager(s) for the County. Include documentation of all licenses and certifications and any other pertinent information. A resume may be submitted, but are included in the page limit.
4. **Qualifications of the Project Team** – 20 Points (Max 6 pages) – Identify key personnel and subcontractors to be used on the project, and their qualifications, education, experience, licenses and certifications. Demonstrate that the team assigned to this project have successfully completed services similar to those specified in the scope of services within this RFQ.

5. **Project References / Experience** – 20 Points (Max 6 pages) – Provide sufficient documentation and client references for at least three (3) related projects completed in the last five (5) years to support your firm/team’s ability and experience to perform the required services. Include which member(s) of the project team and/or subcontractors who were involved and their roles. Project references should include:
  - Name of client
  - Contact name, email, phone number
  - Description of work or project
  - List design and construction professionals involved with their roles in the project
  - Year the project was started and completed
  - Total of fees paid to team/firm
  - Total cost of the project, estimated and actual
  
6. **Proposed Approach and Availability** – 15 Points (Max 5 Pages) – Describe firm/team’s approach to Project Management, design, procurement, construction, and turnover. Indicate how efficiency, transparency, collaboration with the County, value engineering, and fair pricing will be enacted and ensured. Also include staffing, organization, and management of the staff and subcontractor(s), and address availability, scheduling and distribution of assignments.
  
7. **Demonstration of Project Performances** - 15 Points (Max 4 Pages) – Provide a concise summary of the firm/team’s established standards/protocol for controlling scope, schedule and budget while providing the highest quality project. Provide specific examples of previous projects in which costs were successfully controlled.
  
8. **Required Forms and Supporting Documents** – 0 Points (No page limit) – The following information is required for contractual purposes, and does not require review by the selection committee. Therefore, please only submit this information in the **PRINTED ORIGINAL copy** of your SOQ – there is no need to include copies of these forms in the committee’s or electronic copies. Failure to submit the completed forms and supporting documents will result in the SOQ being declared non-responsive.

The following forms must be properly completed and included in this section:

- Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code Form. If DBT does not have its own W-9/Tax ID, a completed form must be provided for each partner firm.
- Certification Regarding Prohibition Against Contracting with Scrutinized Companies Form.
- Certification regarding lobbying form.
- Certification regarding debarment form.
- Evidence that DBT is a partnership, corporation, or other legal entity that is:
  - Certified under F.S. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - Is certified under F.S. 471.023 to practice or to offer to practice engineering.
- Evidence that DBT and members are actively enrolled in E-Verify

## 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:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
Qualifications of the Firm (Tab 2)*	15
Qualifications and Experience of the Project Manager (Tab 3)	15
Qualifications of the Project Team (Tab 4)	20
Project References / Experience (Tab 5)	20
Proposed Approach and Availability (Tab 6)	15
Demonstration of Project Performances (Tab 7)	15
<b>TOTAL</b>	<b>100</b>

\*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, 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 highly qualified firms.



**Anticipated Timeline**

<b>Event</b>	<b>Date</b>
Advertise for RFQ	January 7, 2024
Pre-Bid Conference	January 17, 2024 at 10:00 A.M
Deadline for Questions	8:00 a.m. January 29, 2024
SOQs Due prior to 2:00pm	February 7, 2024
Initial Selection Committee Meeting	Week of February 26, 2024
Discussions/Interviews with 3 or more firms	Week of March 11, 2024
Final Ranking Presented to the Board with Request to Negotiate	April 9, 2024
Negotiations completed and final agreement presented to the Board for Approval	May 7, 2024
Contract term commences	May 7, 2024

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## General Instructions

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**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 DBT'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 27<sup>th</sup> Street, Vero Beach, FL 32960, prior to 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.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this RFQ become public records subject to the provisions of Chapter 119, Florida Statutes. Should the DBT 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 DBT. To the extent records are redacted as requested by the DBT in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation. If the submittal contains confidential information, such information shall be clearly marked, and submitted in a separate sealed envelope for the printed copies, and as a separate pdf document.

**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 DBT and will be filled out by the County.

**Indemnification:** The DBT 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 DBT shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the DBT shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The DBT 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 DBT 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 DBT shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the DBT 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 parties 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 Vendor 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 DBT 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 DBT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***Scrutinized Companies Lists:*** The DBT 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, DBT 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 parties 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, DBTs 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:** Each member of the Team must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, Consultant, contractors, subcontractors and subconsultants 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.

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** DBTs are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a DBT's social, political, or ideological interests when determining if the DBT is responsible. DBTs are further notified that the County's governing body may not give preference to a DBT based on the DBT's social, political, or ideological interests.

**Regulations:** It shall be the responsibility of the DBT 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 DBT 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](mailto: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 DBTs 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 DBT, 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.

The following firm(s) are not permitted to participate on any Team, due to conflict of interest related to participation in the development of the project specifications and/or solicitation. Any SOQ submitted that includes a listed firm on their team will not be considered.

1. Atkins Realis

**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 DBT 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 DBT 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.

**Award:** 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. The selected DBT will be required to execute a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the negotiated and agreed upon compensation are accurate, complete, and current at the time of contracting. All decisions will be final and shall represent the best interest of the County. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

**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 DBT 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:** DBT 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.

**Public Construction Bond:** The selected DBT will enter into an Agreement with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County (15 calendar days after notice of award and approval of the negotiated agreement). Failure or refusal to furnish adequate public construction bond in a satisfactory form and within the timeframe set by the County shall subject the DBT to loss of time from the allowable construction period equal to the time of delay in furnishing the required public construction bond.

**Insurance:** The DBT 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.

- a. **General Liability**

- i. Each Occurrence \$500,000
- ii. Fire Damage-any one fire \$50,000
- iii. Medical Expenses-any one person \$5,000
- iv. Personal and Advertising Injury \$500,000
- v. General Aggregate \$500,000
- vi. Combined Single Limit \$500,000
- b. **Automobile Liability** – Combined Single Limit \$500,000
- c. **Worker's Compensation** as required by the State of Florida
  - i. Each accident \$100,000
  - ii. Each Disease – Each employee \$100,000
  - iii. Each disease – policy limit \$500,000
- d. **Professional Liability Insurance**
  - i. \$1,000,000 per occurrence
  - ii. \$2,000,000 aggregate combined single limit
  - iii. \$5,000 maximum deductible per claim
- e. 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.
- f. 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.
- g. 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.

**Safety Provisions:** The DBT shall comply with the provisions of Trench Safety Act, Section 553.60 et.seq. Florida Statutes, and provide the required form to the County prior to commencement of construction.

***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:

<b>DBT/JV Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. How many years has your organization been providing these services? \_\_\_\_\_
  
2. List 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: \_\_\_\_\_

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Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

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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. Provide Bonding Agency and capacity for DBT: \_\_\_\_\_

6. List all ligation cases during the past three (3) years in which a member of the DBT has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description



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

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**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. 2024030  
for Progressive Design-Build Services for Ixora Park Infrastructure Improvements

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.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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**(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: \_\_\_\_\_

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## CERTIFICATION REGARDING LOBBYING

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

\_\_\_\_\_  
Signature of Vendor's Authorized Official

\_\_\_\_\_  
Name and Title of Vendor's Authorized Official

\_\_\_\_\_  
Date

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

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(1) The VENDOR 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.

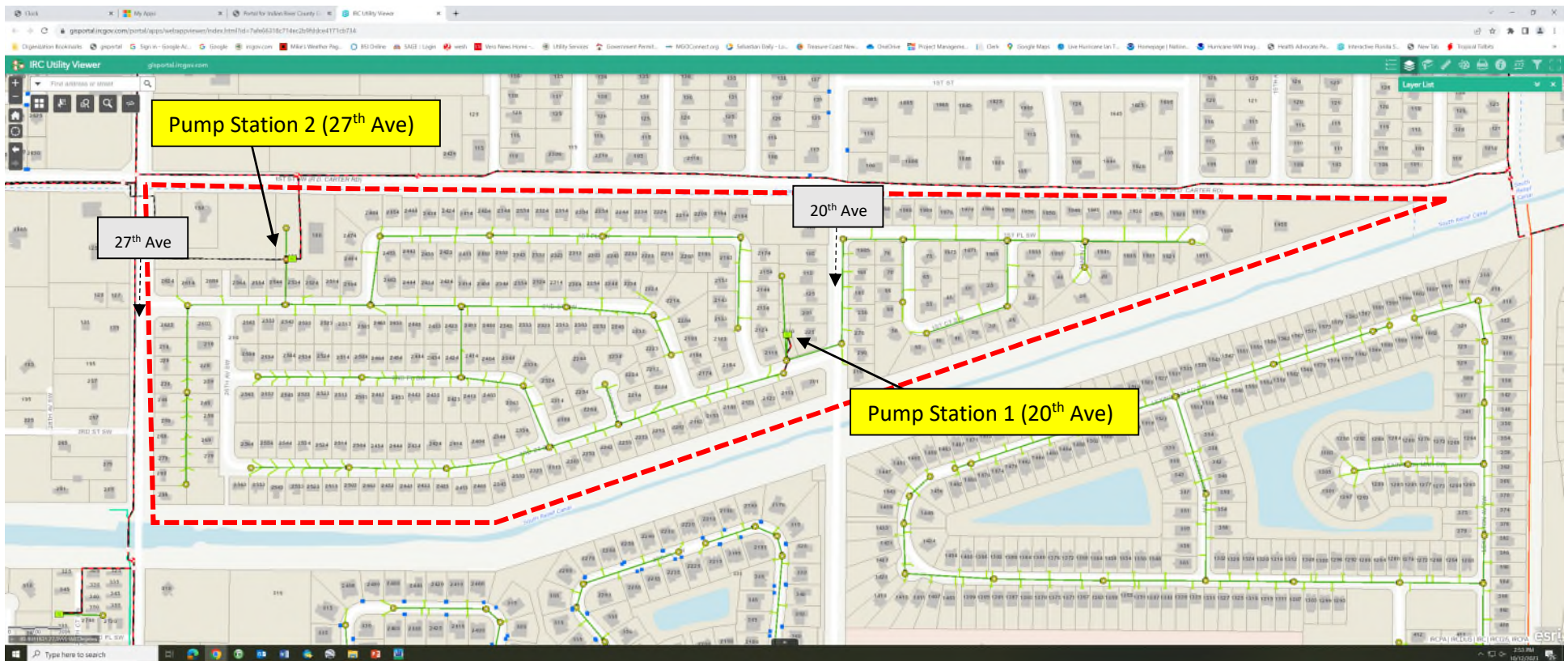
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this SOQ.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX A: Ixora Park Sewer Network GIS Plot



Ixora Park Boundary - - - - -