



Indian River County Purchasing Division

1800 27th Street, B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Gifford Customer Convenience Center
Beautification Project

RFP #: 2024050

RFP Opening Date: **June 25, 2024**

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

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

The following must be received prior to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
5	Printed Copies for Committee (Committee sections only)
1	Single PDF file of entire submittal (including all forms and price proposal) by email or dropbox/filesshare link emailed to purchasing@indianriver.gov . USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

Refer All Questions to:

Email: purchasing@indianriver.gov

Scope of Services

1. INTRODUCTION

Indian River County is seeking proposals from Design-Landscape-Install Teams (“DLITs”) for the Gifford Customer Convenience Center landscape project located at 4901 41st Street and 4801 41st Street.

The proposed area of beautification is located on the north side of the subject property and consists of approximately 662 lineal feet along 41st Street with a depth of 50 feet to provide a native buffer between 41st Street and the Gifford Customer Convenience Center. Additionally, the project area includes approximately 220 lineal feet beginning at the point of intersection with the public right-of-way and continuing south along the east and west side of the entrance. This section will include a 50-foot-wide landscape buffer as well. Moreover, the project area consists of 180 lineal feet with a depth of 50 feet along the entrance into the convenience center. This is an estimated 59,100 square feet of landscaping. Please refer to the site plan included in Attachment 1 for a better illustration of the approximate project limits.

The work shall include but is not limited to:

- 1) Removal of exotic and invasive plant material within the project limits.
- 2) Preservation of existing native vegetation within project limits.
- 3) Design and installation of native landscaping per County standards within project limits.
- 4) Maintenance of new landscape for a minimum 90-day establishment period.

The contractor will be responsible for completing the following tasks:

- 1) Survey and flag project limits, including the identification, size, and location of all native vegetation to remain.
- 2) Removal and treatment of exotic plant species from within the project limits.
- 3) Replanting project limits with canopy, understory, and shrubs in accordance with the County’s ‘Type A’ landscaping buffer (Attachments 2 & 3). This will require a landscape plan completed by a registered landscape architect.
- 4) Watering the new landscaping for a period of 90-days after planting is finished. There is a hydrant available for use at the northwest corner of the project site.

2. QUALIFICATIONS

The design and landscape team may be contractor led, to include contractors who do the design in house, design firm led, or a joint venture, as long as it is established and registered in accordance with Florida Statutes.

Contractor qualifications:

- The construction contractor and all subcontractors shall be licensed general contractors, FNGLA (Florida Nursery, Growers, and Landscape Association) certified, or hold other appropriate licensure issued by the Florida DBPR.
- The construction contractor and all subcontractors must be actively registered with the Indian River County Building Division, if required to be registered.

Engineer qualifications:

- Any engineering firms shall be licensed by the Florida Department of Business and Professional Regulation (DBPR).

Surveyor qualifications:

- Any surveying firm must be licensed by the Florida Department of Agriculture and Consumer Services (FDACS).

Landscape architect qualifications:

- The landscape plan shall be prepared by either a Florida registered landscape architect or a Florida certified landscape designer.

3. COMPLETION TIME

The agreement will include a stipulation that the work be completed in a period of no more than 90 calendar days following receipt of the Notice to Proceed. Following the completion of the work, the new landscaping shall be maintained for an additional 90 days. Should the DLIT team fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$882.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the County Planner as being completed.

4. EXAMINATION OF WORK SITE

All prospective DLITs may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. The Gifford Customer Convenience Center is open from 7:00 am – 6:00 pm. The Center is closed Tuesday, Wednesday, New Year’s Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Responding to the RFP shall be evidence that the DLIT has made such examination.

5. LANDSCAPE QUALITY

Plant materials used shall conform to the Standards for Florida No. 1 or better, unless specifically excepted below, as given in the most current edition of “Grades and Standards for Nursery Plants” Part I and Part II, State of Florida, Department of Agriculture, Tallahassee, or equal thereto. A canopy tree may be deemed to meet Florida No. 1 standards if the main leader splits into no more than 2 leaders at or above a height of 10 feet. Palms shall have a full, healthy head and shall not be excessively pruned. Grass sod shall be clean and free of weeds and noxious pests or diseases. Grass seeds shall be delivered to the job site in bags with Florida Department of Agriculture tags attached, indicating the seed grower’s compliance with the department’s quality control program. Plant material which are known to be intolerant of paving environments, or whose physical characteristics may be injurious to the public, shall not be specified for use.

Moreover, it is the intent of the County to utilize landscape plant material that is “moderately” or “very” drought tolerant, as classified and listed in the most recent edition of the “South Florida Water Management District Xeriscape Plant Guide” or a comparable publication.

6. Tree Standards

Canopy trees, except for narrow canopy tree species identified under Indian River County's Land Development Regulations Section 926.06(3)(d)1.b., shall be species having an average mature crown spread of greater than 15 feet (under local climatic conditions) and having a trunk with over 5 feet of clear wood. "Clear wood" refers to the portion of the trunk between the ground and the lowest lateral limbs.

All new canopy trees shall be planted in a planting area of at least 144 square feet, with minimum dimensions being at least 12 feet in any direction.

Clusters of palms, such as sabal palms, may be used as canopy trees provided that a minimum of 3 palms are clustered to equal 1 canopy tree. Clusters of palms and specimen palms, if used, shall consist of no more than 1/3 of the total canopy tree requirement.

Minimum canopy tree spacing shall be provided as follows:

- Between full canopy trees (e.g. oak, pine, bay): 25 feet.
- Between narrow canopy tree varieties (e.g. cypress and holly) not including magnolia: 15 feet
- Between full canopy trees and narrow canopy tree varieties (e.g., cypress and holly) not including magnolia: 20 feet.

Trees having an average mature crown spread less than 15 feet may be substituted by grouping the same so as to create the equivalent of 15-foot crown spread. Understory trees shall be species defined as medium or small trees having a mature crown spread of 15 feet or less.

Required canopy trees shall be a minimum of 12 feet overall in height and 2 inch diameter at 0.5 feet above grade with a minimum crown spread of 4.5 feet, at the time of planting, except as follows:

- Palms used toward canopy tree credit shall have a minimum clear trunk (ground to lowest frond, measure along the trunk) of 10 feet. Where an arrangement of such palms with varying heights between 6 feet clear trunk and 18 feet clear trunk is proposed and the average clear trunk of the arrangement is 10 feet, each palm in the arrangement shall count as one 10-foot clear trunk palm for tree canopy requirement purposes.
- Narrow, upright canopy tree species, such as varieties of cypress, holly, and magnolia, shall have a minimum spread of 3.5 feet and at 3 feet above ground level.

Required understory trees shall be a minimum of 6 feet overall in height and 1.5 inches diameter at 0.5 feet above grade at the time of planting. Multi-trunk trees shall have a combined one- and one-half-inch caliper for all trunks at 6 inches above grade. Palm trees used as understory trees shall have a minimum overall height of 6 feet and shall not comprise more than 1/3 of the total understory tree requirement.

Submittal Instructions

Information to Be Submitted: All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

ALL COPIES:

- a. A history and description of the range of services offered by the DLIT.
- b. Summaries or biographies of the required DLIT 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 DLIT's representative assigned to manage the County's project.
- c. A detailed description of the DLIT's approach to successful completion of services such as those described within this RFP.
- d. Quality Assurance/Quality Control plan and procedures to be used to deliver the services described in the design criteria package.
- e. A description of expertise or unique capability DLIT can provide the County.
- f. Provide a projected timeline/schedule with the DLIT's methodology.

Submit the following only in the original and electronic copies (forms do not need to be completed by subconsultants):

- g. Proposal Pricing Form
- h. Firm Information form
- i. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- j. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- k. Certification regarding lobbying
- l. Certification regarding debarment
- m. County's Sample agreement with requested changes indicated

There is no page limit, however, please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included but is not requested or required.

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.

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 (if interviews are held in an RFP process), 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:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications/capabilities and similar projects	30
2. References	10
3. Approach	10
4. QA/QC Plan	10
5. Proposed Timeline	20
6. Price Proposal	20
TOTAL	100

Price is included as one of the evaluation criteria; the lowest priced proposal will receive the maximum weighted score for the price criteria. The other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

Vendor	Price Proposal	Percentage	By	Weight	Equals	Weighted Score**
A	\$20,000	100	X	20	=	20
B	\$25,000	80*	X	20	=	16
C	\$28,000	71*	X	20	=	14

**Vendor B's percentage is $\$20,000/\$25,000 = 80\%$; **Vendor C's percentage is $\$20,000/\$28,000 = 71\%$*

*** Weighted Score shall be rounded to nearest whole number*

Anticipated Timeline

<i>Event</i>	<i>Date</i>
Advertise for Proposals	5/10/2024
Deadline for Questions	6/15/2024
Proposals Due before 2:00 p.m. on	6/25/2024
Initial Selection Committee Meeting	7/9/2024
Interviews (if held)	7/16/2024-7/30/2024
Recommendation of Award presented to BCC	8/20/2024
Agreements, insurance and all other contract documents due	9/04/2024
Notice to Proceed	9/09/2024

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 Proposer's Name and Return Address, Proposal #, 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 Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer 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 Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

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 Proposer and will be filled out by the County.

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

Scrutinized Companies Lists: The Proposer 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: Proposer 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, Proposer, and subcontractors may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S. 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: Proposers 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 Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

Regulations: It shall be the responsibility of the Proposer 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: All questions about the meaning or intent of the Request for Proposals are to be submitted to the Purchasing Division (purchasing@indianriver.gov) ten (10) or more days before the date fixed for opening of the RFP. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the RFP documents.

Applicable Law and Venue: Contract(s) resulting from this RFP 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 Proposer 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.

Committee Meetings: Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site (https://indianriver.gov/services/management_budget/purchasing/index.php). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals 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 Proposer 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: Proposer 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 Proposer 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 proposals in whole or in part and waive any and all any technicalities or irregularities.

**PRICE PROPOSAL – RFP 2024050 Gifford Customer Convenience Center
Beautification Project**

DLIT _____ agrees to perform all work as detailed in the request for proposals for the following not to exceed lump sum price of **(in words)**:

\$ _____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

FIRM INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
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 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 litigation cases during the past three (3) years in which the Contractor 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. 2024050
for Gifford Customer Convenience Center Beautification Project

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 Proposer, _____, 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 Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

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

(1) The PROPOSER certifies, by submission of this proposal, 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 proposal.

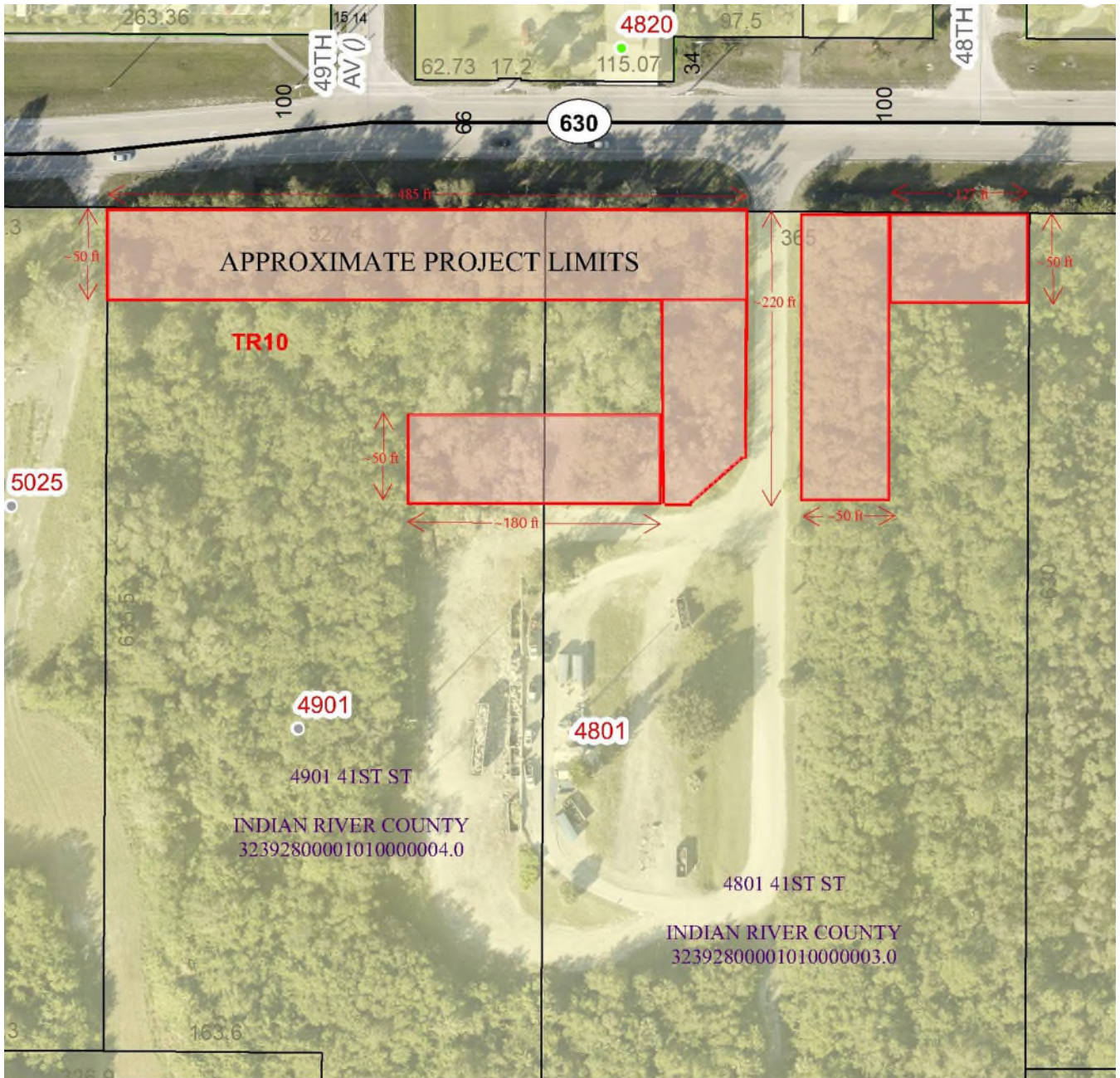
(3) No member or agent of PROPOSER has had access to information that may provide an unfair advantage to our firm.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

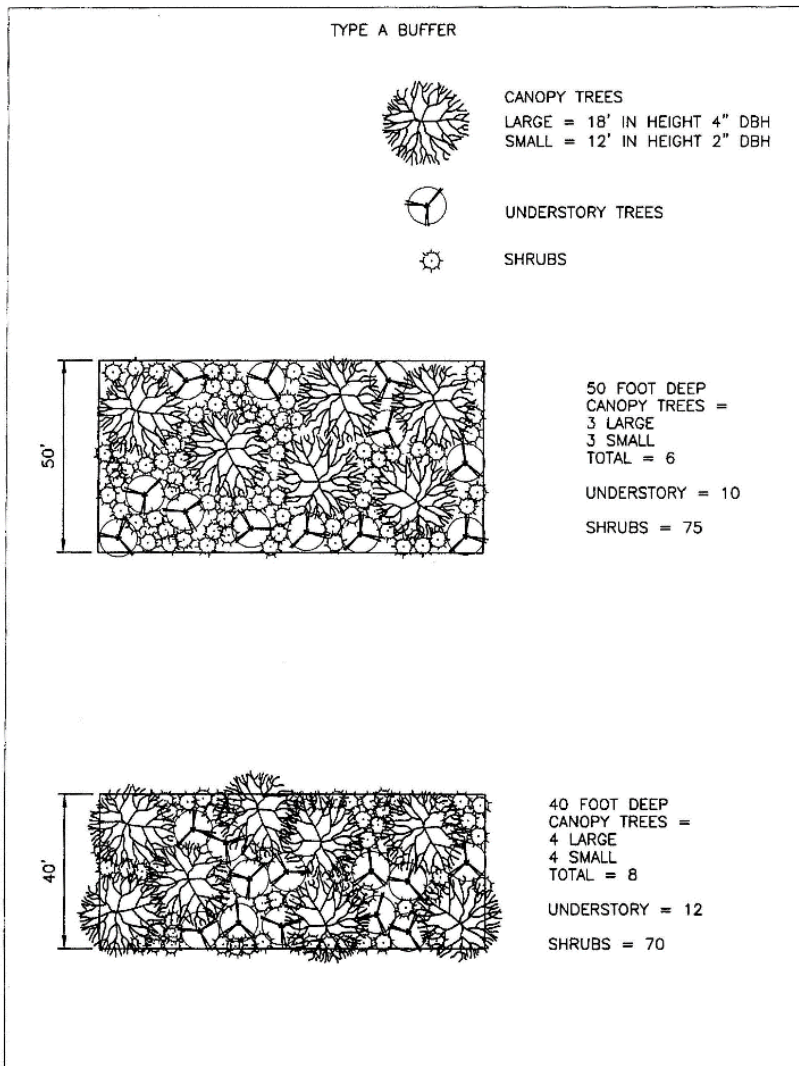
Attachment 1 – Map of Approximate Project Limits



Attachment 2 – Type A Buffer Requirements

Indian River County requires any proposal to meet, at minimum, the Type A buffer requirement outlined in the County’s Land Development Regulations (LDRs) [Section 926.08](#). Additional information on native species for landscape buffering may be found in [Section 926 Appendix A: Native Plants](#). A chart is provided below as a guideline to the Type A buffer:

		Required Per 100 Lineal Feet			
		Canopy Trees			
Type	Width	Large (4" in diameter at 0.5' above grade and 18' height)	Small (2" in diameter at 0.5' above grade and 12' height)	Understory Trees	Shrubs
Type A	50'	3	3	10	75
	40'	4	4	12	70



Attachment 2 – Continued

Native plant areas currently existing may be left in their natural condition, providing they are maintained so as not to create a health or safety hazard. These areas may also be excluded from the water supply requirements, providing they are in a healthy condition. Mature trees shall not be pruned to reduce the canopy to less than the minimum 15-foot spread, except for removal of dead or diseased wood.

For additional information relating to landscape and buffer requirements, please visit LDR [Chapter 926. – Landscape and Buffer Requirements.](#)

For a list of Florida native plants currently available for landscaping, please visit <http://www.afnn.org>

The updated list of exotic plants may be viewed at <http://www.fleppc.org/list/list.htm>

A land clearing permit and tree removal exemption acknowledgement form will be required for this project. The cost of the permit will be \$120.00.

Attachment 3 – Minimum Sight Distance Requirements

All landscape plans submitted shall meet the minimum sight distance requirements established within [LDR Section 926.09](#), as viewed from the perspective of the driver of a vehicle leaving the project premises to access the abutting public or private roadway. The sight distance required for the safe execution of a crossing maneuver is dependent upon the acceleration capabilities of the vehicle, the crossing distance, and the design speed of the street or highway to be crossed.

The vehicle offset shall be assumed to be at least 10 feet from the nearest pavement edge. The setback required for sight distance shall be at least 5 feet greater than the vehicle offset. All landscaping shall be installed and maintained in a manner which provides unobstructed visibility within the calculated sight distance area, at a level between 2.5 feet and 10 feet above grade; provided, however, any trees or palms having limbs or foliage trimmed in such a manner that no limbs or foliage extend into the visibility area shall be allowed, provided they are so located as not to create a traffic hazard.

The minimum required sight distance in both directions, measured from the centerline of the roadway being entered to the initial position of the vehicle before the crossing for various classes of vehicles shall be stated in the tables below. Sight distance for left turn crossing shall be measured in the same manner as provided for crossing maneuvers. On median-separated roadways, sight distance to the left may be based upon the sight distance required for a two-lane road.

Design Vehicles: Passenger Car, Single Unit Truck, Single Unit Bus:

Speed (MPH)	Two-Lane	Four-Lane
30 or less	375	650
35	425	575
40	500	650
45	550	700
50	600	750
55	675	900

Design Vehicle: Semi-Trailer, Combination, Intermediate, and Large:

Speed (MPH)	Two-Lane	Four-Lane
30 or less	550	650
35	640	750
40	725	850
45	800	950
50	900	1050
55	975	1200

Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Gifford Customer Convenience Center Beautification Project

ARTICLE 2 - THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Gifford Customer Convenience Center Beautification Project
Bid Number: 2024050
Project Address: 4901 & 4801 41st Street, Vero Beach, FL 32967

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

3.02 Days to Achieve Substantial Completion, Final Completion and Final Payment

- A. The Work will be completed and ready for final payment on or before the 180th day (90 day installation and 90 day maintenance period) after the date when the Contract Times commence to run.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as Exhibit 1.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ _____

Written Amount: _____

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Progress Payments.*

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by COUNTY PLANNER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. Progress payments will be made as follows: 30% after completion of survey and design; 30% after land and tree clearing, 30% after installation, 10% at the end of the 90-day maintenance period. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents, which includes the 90-day maintenance period.

5.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

5.04 *Acceptance of Final Payment as Release.*

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

ARTICLE 6 - INDEMNIFICATION

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Certificate(s) of Liability Insurance;
- (4) Request for Proposals 2024050
- (5) Addenda (numbers to , inclusive);
- (6) CONTRACTOR'S Submitted proposal
- (7) Proposal pricing form
- (11) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (12) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (13) Certification Regarding Lobbying;(14) Certification Regarding Debarment
- (15) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement 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.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- B. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

(772) 226-1424

publicrecords@indianriver.gov

**Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

- C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____
(Contractor)

By: _____
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
William K. DeBaal, County Attorney

Address for giving notices:

Ryan L. Butler, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:

Name:
Title:
Address:
Phone
Email

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Exhibit 1 to the Agreement – Pricing
