



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street, Room B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

## Request for Proposals

Project Name: Impact Fee Study Update (Non-Utility)

RFP #: 2024021

RFP Opening Date: **December 12, 2023**

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

The following must be received by the Purchasing Division **prior** to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
3	Printed Copies for Committee (Committee sections only)
1	Single searchable PDF file of entire submittal (including all forms, which do not need to be searchable) by email or dropbox/filesshare link emailed to <a href="mailto:purchasing@indianriver.gov">purchasing@indianriver.gov</a> . <b>USB/CD copies are <u>not</u> acceptable, due to our IT security procedures.</b>

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:**

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

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## Scope of Services

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### 1. Introduction

Indian River County is located on south central Florida's eastern coast. With a current population of approximately 150,000, the County has an urbanized coastal area and a rural western area.

There are five incorporated municipalities in the County. These municipalities occupy approximately ten percent of the County's land area and accommodate less than thirty-five percent of the total County population. Consistent with this trend, most of the County's growth is occurring in the unincorporated area.

In the last several decades, the County's growth rate has been significant. After exceeding 50% in the 1980s, the County's growth exceeded 20% in both the 1990s and 2000s. To address the infrastructure costs associated with new growth, the County instituted a countywide traffic impact fee program in 1986. Also, in the 1980's, the County instituted water and sewer capacity charges within the County's water and sewer service area. Because of the amount of growth and development, the Board of County Commissioners, in 2005, approved impact fees for eight additional service/facility categories. These categories are:

- Correctional Facilities (currently suspended) \*
- Solid Waste Facilities (currently suspended) \*
- Public Education Facilities
- Libraries (currently suspended) \*
- Fire/Emergency Services
- Law Enforcement
- Public Buildings
- Parks

\*In 2014, the County suspended the collection of Correctional Facilities, Solid Waste Facilities and Libraries impact fees after a determination was made that for some time the impact fees would not be used as a revenue source for those facilities. Those three impact fee categories remain suspended, but will be evaluated/calculated to better understand the financial impacts related to new development and growth, especially as it relates to solid waste facilities.

Unlike many counties, Indian River County has an impact fee system that includes all four of the County's municipalities. Through interlocal agreements with the County, the municipalities collect impact fees within their jurisdictions and transmit those fees to the County. To cover that cost, the municipalities receive a portion of the impact fee administration charge. While some of the County's impact fees (traffic, corrections – currently suspended, solid waste – currently suspended, education, public buildings, and libraries – currently suspended) are imposed countywide, one fee (fire/EMS) is imposed countywide except for the Town of Indian River Shores (Indian River Shores is the only

municipality that does not participate in the County's Emergency Service District). The other fees (law enforcement and parks) are imposed only in the unincorporated county.

According to the Indian River County Impact Fee Ordinance, every five years, the county will review its impact fees and decide whether or not to update and change the fee schedules to reflect current economic and development conditions. In June of 2017, three years after the year 2014 impact fee update, the Board of County Commissioners reviewed the impact fee schedules and decided to have the impact fee schedules updated in 2019.

## **2. Purpose**

The purpose of this project is to update the rates for six of the impact fee categories (not including water and sewer capacity changes, and not including impact fees for correctional facilities, solid waste facilities, and libraries) referenced above to account for changes to demand variables, credit characteristics, and land and construction costs.

This project will also involve an update to the Affordable Growth Model based on a reexamination of growth rate assumptions and available "buy down" revenue and will recommend changes to the impact fees based on the County's ability to buy down those fees based on Board policy decisions.

## **3. Scope of Activities**

### **TASK 1 – DATA COLLECTION AND ANALYSIS**

#### **TASK 1.1 REVIEW OF THE COUNTY'S 2020 IMPACT FEE STUDY AND BACKGROUND DATA**

CONSULTANT shall review the County's most recent impact fee study report in order to become familiar with the impact fee formulas and methodologies used in computing Indian River County Impact Fee rates. The CONSULTANT shall also review the Affordable Growth Model used to recommend an appropriate "buy down" of impact fees to encourage nonresidential development.

The CONSULTANT shall use the inventories included in the 2020 study and any updates to those inventories since then for all six impact fee program areas, with the exception of public schools. The public education facilities inventory will be updated to reflect most recent FISH capacities; enrollment figures, enrollment trends, and student generation rates will be analyzed. Public education administrative, maintenance, and fleet inventories can be based on those contained in the 2020 study.

#### **TASK 1.2 TRANSPORTATION COST DATA COLLECTION**

The CONSULTANT shall review the Indian River County MPO 2045 Cost Feasible Plan and identify which improvements on that plan have not been constructed as well as the actual costs of construction and right-of-way acquisition for roadway projects completed in Indian River County in the last five (5) years or currently under construction.

The CONSULTANT shall use this information in identifying an average unit cost for the provision of various construction components, including right-of-way costs; per-lane-mile roadway construction costs; bridge

construction costs; safety improvement costs (such as lighting, signage, and pavement markings); and any other cost elements necessary to obtain a complete and accurate update of project cost.

All cost information for transportation facilities will be reviewed by the consultant against costs for similar construction and development used in other jurisdictions. Where appropriate, industry and comparable data will be used to supplement or modify the local data.

### **TASK 1.3 NON-TRANSPORTATION COST DATA COLLECTION**

For each non-transportation facility/service category referenced above, CONSULTANT shall coordinate with applicable departments, agencies, the school district and the property appraiser's office to compile current information (last 12 months) regarding land and construction costs.

Specific information collected/documented shall include:

- Recent land sales for properties that meet the size and location criteria appropriate for each facility/service category. This information shall, for each land sales transaction, include:
  - Total cost of property
  - Per acre cost of property
- Recent construction projects for each service facility category. For each project, information collected shall include:
  - Design Cost
  - Construction Cost, including landscape and hardscape site improvements
  - Engineering and Inspection Costs
- Bids received, contracts awarded, or engineer's cost estimates for applicable projects not yet completed.
- Current construction cost indices for service facility categories.
- Historic capital costs/facility inventory lists (total costs and unit costs).
- Programmed and Planned capital costs.

All cost information for non-transportation facilities will be reviewed by the consultant against costs for similar construction and development used in other jurisdictions. Where appropriate, industry and comparable data will be used to supplement or modify the local data.

### **TASK 1.4 REVENUE IDENTIFICATION**

CONSULTANT shall update recent historic and projected capital improvement funding sources, including:

- Revenue sources for capital expenditures including, but not limited to, the recent local option sales tax extension (and its anticipated use in funding capital for impact fee category capital items), local option gas tax, state grants, and federal grants.
- Revenue source amount projections by source.
- Debt Service for Bond Proceeds used for capital construction.

**TASK 1.5 CREDIT COMPONENT**

Using the data collected in Tasks 1.2 through 1.4, CONSULTANT shall determine a net impact cost per resident for each non-transportation impact fee facility/service category. This task will involve, but may not be limited to, calculating:

- Capital Improvements credit per resident.
- Effective vacant land value percentages, considering taxable values of vacant land and total property value for the County.
- Revenue credit per resident for past property taxes.

The CONSULTANT shall also adjust traffic impact fee credits, with an emphasis on the share of Local Option Sales Tax funds allocated to highway projects since 2009.

**TASK 2 – METHODOLOGY**

**TASK 2.1 UPDATE OF THE AFFORDABLE GROWTH MODEL**

As part of this Task, CONSULTANT will update the Affordable Growth model that provides flexibility in the levels of impact fees by area or land use and assists the COUNTY in developing incentives to encourage the desired types of future development.

Historical and projected population growth rates will be evaluated to update the level of growth incorporated into the model.

Based on the results of the updated credit component, available revenue flows will be updated to determine the COUNTY’S ability to buy down fees through this method.

Results of this task will be summarized in the draft technical report.

**TASK 3. UPDATED FEE SCHEDULE**

**TASK 3.1 ADMINISTRATION REVIEW AND ADMINISTRATION FEE UPDATE**

CONSULTANT shall review current procedures and estimate staff time associated with administering the existing impact fee program. Based on that review, CONSULTANT shall determine the annual costs for administering the impact fee program and shall prepare an update of the administration fees as appropriate. That update shall comply with applicable state requirements for establishing impact fee administrative charges.

**TASK 3.2 FEE SCHEDULE PREPARATION**

For each facility/service category, CONSULTANT shall coordinate with COUNTY staff to prepare updated fee schedules. The updated schedules must reflect the preferred policy and other alternatives selected by COUNTY, as appropriate. The revised fee schedules will incorporate all relevant updated land acquisition

and construction cost data; updated impact fee credit data; and updated independent variable data, as appropriate. The fee schedules will be informed by the Affordable Growth model and may entail revised impact fee formulas, where revision of those formulas have been proposed by CONSULTANT and found acceptable to the COUNTY.

**TASK 4 –FINAL REPORT**

**TASK 4.1 PUBLIC HEARINGS AND MEETINGS**

CONSULTANT shall attend three in-person meetings/workshops/public hearings for consideration and adoption of the revised impact fees. At the meetings/workshops, CONSULTANT shall present the proposed impact fees and explain the methodology employed to develop the fees. CONSULTANT shall prepare all presentation material, including PowerPoint presentations, presentation boards, and handouts.

On scheduled in-person meeting/workshops/hearing dates, CONSULTANT shall also schedule separate in-person meetings with staff to review progress on tasks and discuss project status. In addition to these meetings/hearings, CONSULTANT shall attend one kickoff conference call and one conference call to review the draft report.

**TASK 4.2 DOCUMENT PREPARATION**

CONSULTANT shall compile information from TASKS 1 - 3 and incorporate that information into a draft report and provide that report to the County in PDF and Word formats, and provide Excel spreadsheet files with formulas (as applicable). The report will include all information, estimates, projections, analysis, assumptions made, and methodologies employed to complete the tasks. The report shall include all relevant information in the principal document, with other information/data incorporated in technical appendices, including a comparison of impact fee rates used in other counties. After COUNTY review, CONSULTANT shall make necessary revisions to the draft and transmit the final report to COUNTY.

**TASK 5 – IMPACT FEE UPDATE REQUIREMENTS AND PROVISIONS OF WORK**

**TASK 5.1 PROJECT SCHEDULE**

The schedule for completion for the project will be a maximum of nine (9) months from the date of issuance of the Notice to Proceed. Prior to COUNTY’S issuance of a Notice to Proceed, CONSULTANT shall prepare a schedule of calendar deadlines for deliverables.

**TASK 5.2 PROGRESS REPORTING AND INVOICING**

CONSULTANT shall on a monthly basis provide COUNTY with written progress reports describing the work performed on each task. Also, on a monthly basis, CONSULTANT shall submit one originally signed copy of an invoice package to the COUNTY’S Project Manager. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the COUNTY’S Project Manager using a comparison of reported percent work completed against actual work accomplished.

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## Submittal Instructions

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**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. **Firm Qualifications:** A history and description of the range of services offered by the Firm, including documentation of the Firm's experience performing public impact fee studies. (no more than two pages)
- b. **Team Members Qualifications:** One-page summary or biography of each proposed team member that will perform the scope of services. Include name, background, special skills, number of years with the firm and years of experience. Identify the Firm's representative assigned to manage the project.
- c. **Project Reference:** One-page summary of at least three (3) references, if possible in Florida, from municipal clients for similar projects completed in the last five (5) years. Please include contact names, phone number, and email.
- d. **Approach & Methodology:** A detailed description (no more than five pages in length) of the methodology that will be employed to successfully complete the study, including a project workplan comprising tasks and deliverables.
- e. **Project Schedule:** Provide a projected timeline/schedule applying the Firm's methodology and depicting each task of the workplan.
- f. **Value-Add Proposition:** A description (one to two pages) of expertise or unique capability of the Firm. Include any relevant value-added services to help ensure the County achieves its immediate-, short-, and long-term objectives.
- g. **Cost Proposal:** Identify the fee the Firm proposes to complete the study including labor, overhead and other direct reimbursable expenses. This pricing should be turnkey in nature, with all labor, travel, printing, and all other ancillary expenses included. This section should also identify how the Firm proposes to price additional services that may be required by the County.

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

- 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 in track changes. Changes to the agreement will not be considered if not submitted with the proposal.

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:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Firm Qualifications*	10
2. Qualifications of Team Members	20
3. Project References	10
4. Methodology & Approach	25
5. Proposed Timeline	15
6. Value-Add Proposition	10
7. Cost Proposal	10
<b>TOTAL</b>	<b>100</b>

**Anticipated Timeline**

<b>Event</b>	<b>Date</b>
Advertise for Proposals	11/9/23
Deadline for Questions	12/2/23
Proposals Due before 2:00 p.m. on	12/12/23
Initial Selection Committee Meeting	12/21/23
Interviews (if held, likely via Zoom)	1/5/24
Recommendation of Award and Agreement presented to BCC	1/23/24

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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 Consultant'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 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals, or portions thereof, 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 Consultant and will be filled out by the County.

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

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

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

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

**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 Consultant's social, political, or ideological interests when determining if the Consultant is responsible. Proposers are further notified that the County's governing body may not give preference to a Consultant based on the Consultant'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 Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFP 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 RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, 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 Proposal.

**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 Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**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 ([www.ircgov.com/departments/budget/purchasing](http://www.ircgov.com/departments/budget/purchasing)). 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 Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

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

**Insurance:**

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for General 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.***

**FIRM INFORMATION**

Communications concerning this proposal shall be addressed to:

<b>Company 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. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

4. List all ligation cases during the past three (3) years in which the Contractor has been a named party.  
Use additional sheets, as necessary. This page and additional sheets may be marked confidential.

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. 2024021  
for Impact Fee Study Update (Non-Utility)

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 Consultant, \_\_\_\_\_, 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 Consultant's Authorized Official

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

\_\_\_\_\_  
Date

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

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(1) The CONSULTANT 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.

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

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

\_\_\_\_\_  
Date