



# **City of St Pete Beach Request for Qualifications**

## **Engineering and Consulting Services**

**Issued September 2, 2020**

**Submittals due by  
October 2, 2020 at 10:00 AM EST (Deadline)  
City Hall, St. Pete Beach, FL**

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## II. GENERAL CONDITIONS

### **REQUEST FOR QUALIFICATIONS**

Engineering and Consulting Services

### **REQUEST FOR QUALIFICATIONS SUMMARY**

The City of St. Pete Beach is accepting sealed Summary of Qualifications (SOQ) submittals from qualified firms for Engineering and Consulting Services. The City will be selecting at least five (5) firms for a three (3) year term with two (2) one-year contract renewal options.

### **SUBMITTER INFORMATION**

All Submitters must contact the City's Procurement Manager, in writing via e-mail ([kkapusta@stpetebeach.org](mailto:kkapusta@stpetebeach.org)), with their intention to submit, along with their company name and contact information at least ten business days before the submittals are due. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. Please refer back to the city website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project information as it becomes available. The City reserves the right to decide whether to provide addendums or not. The City is not required to provide any additional information.

### **NON-MANDATORY PRE-SUBMITTAL MEETING**

A non-mandatory pre-submittal meeting will be held September 16<sup>th</sup> at 10am EST via Zoom Videoconference/Teleconference. Please contact the City's Procurement Manger ([kkapusta@stpetebeach.org](mailto:kkapusta@stpetebeach.org)) for a meeting invitation and Zoom Meeting instructions.

### **QUALIFICATIONS SUBMITTALS**

Submittal documents must include all items listed under the Submission Instructions Section of the Request for Qualifications (RFQ).

Due to the ongoing COVID-19 pandemic, the City is implementing updated submittal and opening policies. The City is accepting and prefers electronic submittals. Qualifications may be submitted online at the following address: <https://filerequestpro.com/up/spb-qualifications>

Qualifications submitted to this address are time-stamped and any electronic submittal that is submitted and time-stamped after the deadline will not be accepted. Qualifications submitted via this website will remain inaccessible until the time of the opening. Submitters will not be able to see other submittals.

Physical qualifications may still be sent or delivered to the Office of the City Clerk however, the City prefers electronic qualification submittals. The deadline for physical submissions is at **10:00 AM EST on October 2nd, 2020 (Deadline)**. Any physical qualifications not received by this deadline will not be accepted – NO EXCEPTIONS. Physical submittals by the Consultant shall include one original, two (2) copies, and an electronic copy (on a USB flash drive) of their total qualification documents with their sealed submittal package as shown below.

Physical Submittals should be addressed to:

City of St. Pete Beach  
City Clerk's Office  
155 Corey Ave.  
St. Pete Beach, FL 33706

Clearly marked as: “**Engineering and Consulting Services**”

Both physical and electronic submissions will be publicly opened and read right after the submittal deadline.

Due to the Governor’s Safer-at-Home Executive Order and to allow the public to witness the submittal opening, the City will be broadcasting the opening via Zoom meeting-but is subject to change. The Zoom meeting may be accessed by the public using the following information:

Meeting Phone Number:(929)205-6099

Meeting ID: 830 5628 3810

Meeting Link: <http://zoom.us/j/83056283810>

**CONTACT INFORMATION**

Kathy Kapusta – Procurement Manager

**Mailing Address** - 155 Corey Avenue, St. Pete Beach, Florida 33706

**Phone** - (727) 363-9251

**E-mail** - [kkapusta@stpetebeach.org](mailto:kkapusta@stpetebeach.org)

## **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

No oral interpretations will be made to any firms as to the meaning of the scope of work or any other contract documents included in this RFQ. All questions pertaining to the terms and conditions or scope of work of this Request for Qualification (RFQ) must be sent in writing (e-mail is acceptable) to the City Procurement Manager and shall be received no later than **4:00 PM EST on September 24<sup>th</sup>, 2020**. Responses to questions may be handled as an Addendum if the response would provide clarification to the requirements of the **RFQ**. All such Addenda shall become a part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed **RFQ** made or given prior to the award of the contract. The City will not respond to questions received after the specified deadline. The City reserves the right to respond to any and all questions but is not required to do so.

## **SCOPE OF WORK**

The scope of work consists of providing project specific civil engineering, architectural, mapping and other related services for the City on an as-needed basis for miscellaneous current and future projects. As this contract is issued in accordance with Florida Statutes 287.055, the Consultants' Competitive Negotiation Act, projects issued under the awarded contracts will be limited to those in accordance with limits established for a "continuing contract". The City anticipates awarding multiple contracts within the following categories:

### **Vertical Construction**

- Architecture
- Landscape Architecture
- Urban Design

### **Planning**

- General Planning
- Transportation Planning and Engineering
- Program Management

### **Roads and Water Management**

- Stormwater Planning and Design
- Wastewater Planning and Design
- Road Assessment and Construction

### **Resiliency**

- Structural Engineering
- Coastal Engineering

### **Survey**

- Land & Property Surveying
- Vertical Surveying

Each Submitter must identify in its submittal which categories it wants to be considered and evaluated for. Each submitter may identify more than one category if it can provide said services.

Consulting firms will be working on an as-needed basis, and this contract does not guarantee the consultants selected a minimum number of projects. Consulting firms may also be asked to provide engineers for emergency inspections following a natural disaster. The City reserves the right to issue separate engineering contracts for specific services at the city's sole discretion.

The consulting firm shall assist the City towards solutions to engineering problems and the approach or technique to be used towards accomplishing the City's objective for each project or assignment. The engineering services may include, but not be limited to, design, surveys, reviews, construction specifications, emergency inspections, and permitting.

## **MINIMUM QUALIFICATIONS**

SOQs will be considered from firms normally engaged in implementing the services requested. To be eligible for award, submitters must:

1. Be licensed in the State of Florida
2. Possess a minimum of five (5) years' experience in performing similar work
3. Have completed three (3) projects in the past five (5) years of a similar size, scope and complexity (See Section III for sample projects anticipated to be issued as Task Orders under awarded contracts).

Submitters shall present their SOQ as outlined in the submission instructions section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of St. Pete Beach. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions of the Contract. The City of St. Pete Beach will determine whether the evidence of the ability to perform is satisfactory and reserves the right to reject all SOQs.

## **SUBMISSION INSTRUCTIONS**

The purpose of this section is to provide information related to the qualifications of interested firms to perform the service requested herein. Response to all subsets of this section is mandatory. Failure to provide the requested information may result in a submittal being deemed non-responsive. A non-responsive submittal will not receive further consideration. Upon submission, all submittals become the property of the City of St. Pete Beach and are subject to public records laws. All expenses, including travel expenses for interviews, incurred in the preparation of the submittal shall be borne by the submitter.

The following information shall be provided in the order detailed:

- a. **Title Page** - List the RFQ subject, the name of the firm, local address, telephone number, name of contact person, and e-mail address of contact person.
- b. **Table of Contents** – Include a clear identification of the material included in the submittal by page number.
- c. **Letter of Interest** – Limit one (1) page. Make a positive commitment to perform the required work. Also provide the name(s) of the person(s) who will be authorized to make representation for your firm, their title, telephone number, and e-mail address.
- d. **Statement of Qualifications and Profile of Firm** – Limit eight (8) pages. State the size of staff, number of registered professionals and overall experience of the assigned staff for this assignment. Include technical background, experience information, and other applicable data on proposed personnel and any proposed sub-consultants. Include an organizational chart of the project team and describe the communication processes to be used within the project team. State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done.
- e. **Services Approach** – Limit five (5) pages. Include a general synopsis of the firm's approach and understanding of the work required. Include the firm's Quality Assurance Control program or policy.
- f. **References** - Limit ten (10) pages. Provide information for those projects which have been successfully completed which are similar to those required under this assignment. Please include projects recently completed within the last five (5) years. Additionally, document that the respondent has provided services for three (3) contracts to other local governments similar to this contract. References shall include:
  - i. Client name, address, phone number, e-mail address.

- ii. Description of the scope of the work.
  - iii. Month and Year the project was started and completed.
  - iv. Total cost and professional service fees paid.
  - v. Role of the firm and the responsibilities.
- g. **Insurance Requirements** – Provide proof of insurance in accordance with the insurance requirements section included in this RFQ.
- h. **Additional Requirements** – Include completed Public Entity Criminal Affidavit and Non-Collusion Affidavit.

Full resumes are to be attached as exhibits to the Submittal. Please provide the brief descriptions and information as stated. Additional exhibits to the submittal are acceptable, however, any attachments provided do not take the place of the written requirements as listed above. Resumes are not to exceed two (2) pages per person.

Please direct all technical inquiries concerning this RFQ in writing to the City Contact listed above. Questions must be submitted no later than ten (10) days prior to the submittal due date.

### **EVALUATION AND SELECTION OF CONSULTANT**

A City review team will evaluate each firm's SOQ based upon the criteria stated in this RFQ and the ability to execute the services. As part of the evaluation process, the team may request a sit-down interview with prospective firms. Following the evaluation process, the City will then select the firm(s) considered most qualified. The successful firm(s) will be required to enter into a contract similar to the one included in this RFQ. The City reserves the right to negotiate modifications to any SOQ that it deems acceptable. The City reserves the right to terminate negotiations in the event it deems the progress towards a contract to be insufficient.

Submittals will be evaluated in accordance with the criteria listed below:

- Qualification of the Project Team
- Qualifications of the Sub-Consultants
- Firm's Experience Working on Public Works Projects
- Firm's Experience Working with the City of St. Pete Beach
- Quality Assurance Control Program/Policy
- Applicable Project References that reflect and demonstrate the Firm's competence in the design/engineering focuses requested by the City.
- Applicable Contract References that reflect and demonstrate the Firm's past performance on other local government contracts.
- Location of Firm
- Quality of SOQ – firm met all requirements requested under Submission of Submittals

### **RESERVES THE RIGHT**

The City reserves the right to reject any and all submittals, or any part of any submittal, to waive any irregularities or informalities in any submittal, and to accept that submittal which is deemed to be the most qualified and in the best interest of the City. The City of St. Pete Beach reserves the right to establish additional contracts that may be similar in nature to any contract resulting for this Request for Qualifications as best serves the needs of the City.

### **DESIGNATED CONTACT**

The awarded firm shall appoint a person to act as a primary contact with the City. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms of the RFQ and the services being requested.

## **INSURANCE REQUIREMENTS**

Include in proof of Insurance furnished by the firm's carrier to guarantee the engineering firm is insured.

The awarded firm must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage:

**Commercial General Liability Insurance** coverage, including but not limited to premises operations, products/completed operations, product liability, contractual liability, personal injury, death in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile in the minimum amount of \$1,000,000 combined single limit.

**Worker's Compensation/Employer's Liability Insurance** as required by Florida Law for all applicable employees, agent, representatives and subcontractors, if any.

**Professional Liability Insurance** the Consultant will carry professional liability Errors and Omissions Insurance during the terms of this Agreement which will cover liability for any damage or non- performance on account of any error, omission, or other provable negligence caused by the Consultant in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate

## **INDEMNIFICATION**

The Respondent shall hold harmless the City, 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 Respondent and any persons employed or utilized by the Respondent in the performance of the Contract.

## **ASSURANCES**

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

## **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS**

The Consultant shall comply with all local, state, and federal directives, orders and laws as applicable to the Contract.

### **Compliance with Fla. Stat. 448.095:**

- a. Consultant agrees to comply with all applicable portions of Fla. Stat. 448.095. Consultant must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.
- b. Subconsultants:
  - i. Consultant shall also require all subconsultants performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - ii. Subconsultants shall provide Consultant with an affidavit stating the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095



- iii. Consultant shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Consultant must provide evidence of compliance with Fla. Stat.448.05 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Consultant's E-Verify number.
- d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Consultant may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public agreement for a period of 1 year after date of termination.

### **PROJECT RECORDS**

The awarded firm shall maintain auditable records concerning the procurement to account for all receipts and expenditures, and to document compliance with the Contract. These records shall be kept in accordance with generally accepted accounting methods, and the City of St. Pete Beach reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Upon completion of the project, all reports, studies, recommendations, forms, and other project specific information will need to be submitted in paper and in an electronic file format (PDF) on USB storage device or web-based archive.

### **DEVIATIONS FROM SPECIFICATIONS**

Respondents shall clearly indicate, as applicable, all areas in which the items/services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

### **NO COLLUSION**

By offering a submission to this Request for Qualifications, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition. The only person(s) or principals(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party.

### **BACKGROUND CHECKS**

The Code of Ordinances may require a Consultant or sub-consultant who performs work in or on City property to provide a criminal background check for any employee of the company who will do the work in or on city property. Criminal background checks shall mean a level (1) one background check as defined by F.S. § 435. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to City property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its subconsultants' employees who will have access to city property.

The Consultant shall be required to submit an affidavit on the form provided certifying that background checks

shall be completed for all employees who will perform work on city property. The Consultant shall conduct the background checks prior to any work being performed. Consultant shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

### **CONE OF SILENCE**

During the course of a competitive solicitation, a Cone of Silence shall apply as follows:

A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City.

### **PUBLIC RECORDS/CONFIDENTIAL INFORMATION**

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite

the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

## **PUBLIC ENTITY CRIMES INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-consultant, 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 Section 287.017, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **CONFLICT OF INTEREST**

The Proposer acknowledges and confirms that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibit the proposer from engaging in any business with the City.

## **TERMINATION**

The resulting contract may be canceled by the City when:

- Sufficient funds are not available to continue its full and faithful performance of the contract.
- Sub-standard or non-performance of contract.
- The City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the Consultant.

## **FISCAL NON-FUNDING**

If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Contract immediately upon written notice to the Consultant.

## **SUBMITTAL WITHDRAWAL**

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. The respondent acted in good faith in submitting the submittal;
- b. In preparing the submittal there was an error of such magnitude that enforcement of the submittal would result in severe hardship upon the respondent;
- c. The error was not the result of gross negligence or willful inattention on the part of the respondent;

- d. The error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal; and
- e. The respondent submits documentation and an explanation of how the error was made.

**TAXES, FEES, CODES, LICENSING**

The Consultant shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The Consultant shall also be responsible for compliance with all applicable codes, laws, and regulations.

**CONTRACT MODIFICATIONS**

The Continuing Contract for Professional Design Services by which the selected contractors will be bound by is attached. Any requested changes must be negotiated and completed during the solicitation process via addendums. No changes to the contract will be made after the submittal deadline.

### **III. SAMPLE SERVICE TYPES**

Some of the Services required of the Consultant within the technical areas identified above include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Assist in the review and development of ordinances.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the City and other agencies having an interest or jurisdiction over the project.
- Prepare short and long term planning documents, master plans, or provide input to the City's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the City.
- Prepare formal or informal feasibility studies as necessary to assist the City in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the City in obtaining permits from applicable agencies.
- Represent the City with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the City in the preparation of other related documents.
- Attend bid openings, prepare bid tabulation sheets, and assist the City in the evaluation of bids or proposals.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the City.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the City arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the City.
- Review as-built drawings provided by the construction contractor and provide written comments to the City.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the City's staff for the design, bidding, and construction management of municipal projects as requested by the City.

#### IV. PUBLIC ENTITY CRIMINAL AFFIDAVIT

##### SWORN STATEMENT – PUBLIC ENTITY CRIMES

**PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: City of St. Pete Beach

by: \_\_\_\_\_  
(Print individual's name and title)

for: \_\_\_\_\_  
(Print name of entity submitting sworn statement)

at: \_\_\_\_\_  
(Business address)

and (if applicable), its Federal Employer Identification Number (FEIN):

\_\_\_\_\_  
(FEIN)

or, if the entity has no FEIN, include the Social Security Number:

\_\_\_\_\_  
(SSN)

by the individual signing this sworn statement:

\_\_\_\_\_  
(Signature)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Fla. Stat., 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 of the United States including, but not limited to, any bid 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.
2. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Fla. Stat., means a finding of guilt or a conviction of public entity crime with or without an adjudication of guilt in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1)(a), Fla. Stat. §, means:
  - a. A predecessor or successor of a person convicted of a public entity crime or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under the Arm's Length Agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133 (1)(e), Fla. Stat., means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

\_\_\_ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLA. STAT., FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, Stamp, or Commissioned Name of Notary Public)

**V. NON-COLLUSION AFFADAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,

(Name and Title)

(Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees (Name of Firm) are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Name of Organization: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, Stamp, or Commissioned  
Name of Notary Public)



**VI. CONTINUING CONTRACT FOR PROFESSIONAL DESIGN SERVICES**