

# VERO BEACH REGIONAL AIRPORT CITY OF VERO BEACH, FLORIDA

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PLAN

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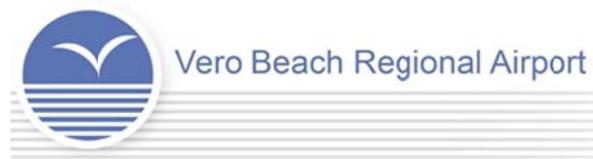
PREPARED FOR:



**VERO BEACH**  
REGIONAL AIRPORT

PREPARED BY:





Vero Beach Regional Airport  
City of Vero Beach, FL

Disadvantaged Business Enterprise  
(DBE)  
Program Plan

April 2021



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## **POLICY STATEMENT**

### **Section 26.1, 26.23**

#### **Objectives/Policy Statement**

The City of Vero Beach, owner of the Vero Beach Regional Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 (see **Attachment 1**). The City of Vero Beach and the Airport have received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Vero Beach and the Airport have signed an assurance that they will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the City of Vero Beach and the Airport to ensure that DBEs (as defined in Part 26), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the City of Vero Beach and the Airport to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law (see **Attachment 2**);
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Director has been delegated as the DBE Liaison Officer. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the city of Vero Beach and the Airport in their financial assistance agreements with the Department of Transportation.

The City of Vero Beach and the Airport have disseminated this policy statement to the City of Vero Beach City Council and all the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the City of Vero Beach and the Airport DOT-assisted contracts. The distribution was accomplished by posting a DBE Statement on the Airport's website that is hosted by the City of Vero Beach and posted in the local newspaper.

## **GENERAL REQUIREMENTS**

### **Section 26.1**

#### **Objectives**

The objectives are elaborated in the policy statement on the first page of this program.

### **Section 26.3**

#### **Applicability**

The City of Vero Beach and the Airport are the recipients of federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### **Section 26.5**

#### **Definitions**

The City of Vero Beach and the Airport will use terms in this program that have their meanings defined in Part 26, §26.5.

### **Section 26.7**

#### **Non-discrimination Requirements**

The City of Vero Beach and the Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Vero Beach and the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11**

#### **Record Keeping Requirements**

##### **Reporting to DOT**

The City of Vero Beach and the Airport will provide data about their DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to FAA as follows:

The City of Vero Beach and the Airport will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. The City of Vero Beach and the Airport will similarly report the required information about participating DBE firms. All reporting will be done through the FAA's official reporting system, or another format acceptable to FAA as instructed thereby.

## Bidders List

The City of Vero Beach and the Airport will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the City of Vero Beach and the Airport DOT-assisted contracts, for use in helping to set overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way(s):

The City of Vero Beach and the Airport will collect this information primarily through contract clauses within bid documents (see **Attachment 3**). Both the prime contractor and subcontractors must provide this information with submitting bid documentation. Sample of the form is included in **Attachment 4** to this program.

## Records Retention and Reporting:

The City of Vero Beach and the Airport will maintain records documenting a firm's compliance with the requirements of this part. At a minimum, the City of Vero Beach and the Airport will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the City of Vero Beach and the Airport financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

## **Section 26.13**

### **Federal Financial Assistance Agreement**

The City of Vero Beach and the Airport have signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### Assurance:

Each financial assistance agreement the City of Vero Beach and the Airport sign with a DOT operating administration (or a primary recipient) will include the following assurance (must be used verbatim):

The City of Vero Beach and the Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City of Vero Beach and the Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Vero Beach and the Airport DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its

terms shall be treated as a violation of this agreement. Upon notification to the City of Vero Beach and the Airport of their failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**Contract Assurance:**

The City of Vero Beach and the Airport will ensure that the following clause is included in each DOT-funded contract they sign with a contractor (and each subcontract the prime contractor signs with a subcontractor). This statement must be used verbatim:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.”

**ADMINISTRATIVE REQUIREMENTS**

**Section 26.21**

**DBE Program Updates**

The City of Vero Beach and the Airport are required to have a DBE program meeting for any project where they will receive grants for airport planning or development and will award prime contracts, for which the cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The City of Vero Beach and the Airport are not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the City of Vero Beach and the Airport are in compliance with it and Part 26. The City of Vero Beach and the Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. The City of Vero Beach and the Airport do not have to submit regular updates of the DBE program document, as long as they remain in compliance. However, if there are significant changes in the program, including those required by regulatory updates, they will need to be submitted for DOT approval.

**Section 26.23**  
**Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

**Section 26.25**  
**DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the City of Vero Beach and the Airport:

**Airport Director  
Vero Beach Regional Airport  
P.O. Box 1389  
3400 Cherokee Drive  
Vero Beach, FL 32961-1389  
(772) 978-4930**

In this capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Vero Beach and the Airport comply with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager for the City of Vero Beach concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in **Attachment 5** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. A sample contract, outlining the process and steps included in the Invitation to Bid can be found in **Attachment 6**. The DBELO has a staff of two (2) members of Airport staff, along with support from the city's Finance Department, Legal Department and Airport consultants to assist in the administration of this program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT;
2. Reviews third party contracts and purchase requisitions for compliance with this program;
3. Works with all departments to set overall annual goals;
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner;
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results;
6. Analyzes City of Vero Beach and the Airport progress toward attainment and identifies ways to improve progress;
7. Participates in pre-bid meetings;
8. Advises the City Manager/City of Vero Beach governing body on DBE matters and achievement;
9. Determine contractor compliance with good faith efforts and
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

**Section 26.27**  
**DBE Financial Institutions**

It is the policy of the City of Vero Beach and the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The City of Vero Beach and the Airport research potential financial institutions every three (3) years as part of the DBE Goals Update process. This process is conducted through research and point of contact information, including coordination with the National Bankers Association (NBA), an agency that tracks minority owned banks and the Florida Bankers Association. Current research shows that no certified DBE financial institutions are within the market area for the Vero Beach Regional Airport (see **Attachment 7**).

**Section 26.29**  
**Prompt Payment Mechanisms**

The City of Vero Beach and the Airport requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the City of Vero Beach and the Airport established a contract clause implementing this requirement and require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the City of Vero Beach and the Airport.

The City of Vero Beach and the Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, City of Vero Beach and the Airport have selected the following method to comply with this requirement:

- Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

Additionally, for Federal Aviation Administration (FAA) recipients, the following shall be included:

To implement this measure, the City of Vero Beach and the Airport includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:

*“a. From the total of the amount determined to be payable on a partial payment, 10 percent (10%) of such total amount will be deducted and retained by the Owner for protection of the Owner’s interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:*

*(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.*

*(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.*

*b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. A subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.*

*c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner’s discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions will then be certified for payment to the Contractor.”*

**Section 26.31**  
**Directory**

The City of Vero Beach and the Airport are non-certifying members of the Florida Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31 (see **Attachment 8**).

**Section 26.33**  
**Over-concentration**

The City of Vero Beach and the Airport have not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35**

#### **Business Development Programs**

The City of Vero Beach and the Airport have not established a Business Development Program.

### **Section 26.37**

#### **Monitoring Responsibilities**

The City of Vero Beach and the Airport implement and carry out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants (see **Attachment 9**), including prompt payment, and describes and sets forth these mechanisms in City of Vero Beach and the Airport DBE program.

The City of Vero Beach and the Airport actively monitor participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

#### **Monitoring Payments to DBEs and Non-DBEs**

The City of Vero Beach and the Airport undertake ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- Use of an automated system that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitoring that system. The City of Vero Beach and the Airport require a DBE tracking form be submitted with each payment request. The DBELO and staff will monitor the on-airport work sites which includes periodic meetings with the prime contractor as well as construction management and inspection consultants.

The City of Vero Beach and the Airport require prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the City of Vero Beach and the Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the City of Vero Beach and the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The City of Vero Beach and the Airport proactively review contract payments to subcontractors including DBEs quarterly to ensure compliance. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the City of Vero Beach and the Airport by the prime contractor.

## Prompt Payment Dispute Resolution

The City of Vero Beach and the Airport will take several steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29. These steps are outlined in each contract document that the City of Vero Beach and the Airport execute (again, see **Attachment 6**). These guidelines are in accordance with the City of Vero Beach's policies and procedures set forth by the City of Vero Beach City Council, the governing body.

The City of Vero Beach and the Airport have established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

## Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the RPR and the DBELO to initiate complaint.
- If filing a prompt payment complaint with the RPR and DBELO does not result in timely and meaningful action by City of Vero Beach and the Airport to resolve prompt payment disputes, affected subcontractor may contact the City Manager's Office.

## ***FAA Funding Recipients Only***

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

## Enforcement Actions for Noncompliance of Participants

City of Vero Beach and the Airport will provide appropriate means to enforce the requirements of §26.29. These means include:

- In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.
- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.

- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- As a last result, failure to comply could result in contract termination.

The City of Vero Beach and the Airport will actively implement the enforcement actions detailed above.

### Monitoring Contracts and Work Sites

The City of Vero Beach and the Airport review contracting records and engage in actively monitoring work sites to ensure that the work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the DBELO, Airport Staff, Project Managers and/or Consultants. Contracting records are reviewed by the DBELO, Airport Staff, Project Managers and/or Consultants. City of Vero Beach and the Airport will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

### **Section 26.39**

#### **Fostering Small Business Participation**

The City of Vero Beach and the Airport have created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Small Business Element is incorporated as **Attachment 10** to this DBE Program. The program elements will be actively implemented to foster small business participation. Implementation of the Small Business Element is required in order for City of Vero Beach and the Airport to be considered by DOT as implementing this DBE program in good faith.

## **GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43**

#### **Set-asides or Quotas**

The City of Vero Beach and the Airport do not use quotas in any way in the administration of this DBE program.

## **Section 26.45** **Overall Goals**

The City of Vero Beach and the Airport will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the City of Vero Beach and the Airport will submit their overall three-year DBE Goal to the FAA by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by and posted to the website of the FAA.

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/media/Schedule\\_of\\_DBE\\_and\\_ACDBE\\_Reporting\\_Requirements\\_Dec\\_2017\\_Issue.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City of Vero Beach and the Airport do not anticipate awarding prime contracts with the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and City of Vero Beach and the Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The City of Vero Beach and the Airport will use the bidders lists and the Florida Department DBE Directory as a method to determine the base figure. The City of Vero Beach and the Airport understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), and is not an acceptable alternative means of determining the availability of DBEs. This is why they are taking additional steps as outlined in this plan.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The City of Vero Beach and the Airport will examine all of the evidence available in their jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the City of Vero Beach and the Airport market.

In establishing the overall goal, City of Vero Beach and the Airport will provide for consultation and publication. This includes consultation with minority-owned, woman-owned, general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on

opportunities for DBEs, and the efforts by City of Vero Beach and the Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the City of Vero Beach and the Airport are required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the City of Vero Beach and the Airport engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, City of Vero Beach and the Airport will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on City of Vero Beach and the Airport official internet web site and may be posted in other sources (e.g., minority-focused media, and/or trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be posted on the official internet web site.

The overall three-year DBE Goal submission to the FAA will include a summary of information and comments received, if any, during this public participation process and the responses from the City of Vero Beach and the Airport,

The City of Vero Beach and the Airport will begin using the overall goal on October 1 of the relevant period unless other instructions from the FAA have been received.

### Project Goals

If permitted or required by the FAA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

### Prior Operating Administration Concurrence

The City of Vero Beach and the Airport understand that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the City of Vero Beach and the Airport for calculating goals is inadequate, the FAA may, after consulting with the City of Vero Beach and the Airport, adjust the overall goal or require

that the goal be adjusted by the City of Vero Beach and the Airport. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 11** to this program.

### **Section 26.47**

#### **Failure to Meet Overall Goals**

City of Vero Beach and the Airport cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the City of Vero Beach and the Airport fails to administer its DBE program in good faith.

City of Vero Beach and the Airport understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

City of Vero Beach and the Airport understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) City of Vero Beach and the Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to the FAA upon request.

## **Section 26.51**

### **Means Recipients Use to Meet Overall Goals**

#### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

City of Vero Beach and the Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39;
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can also be found in **Attachment 11**.

The City of Vero Beach and the Airport will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

### Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

### **Section 26.53**

#### **Good Faith Efforts Procedures in Situations where there are Contract Goals**

##### Demonstration of Good Faith Efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as “responsive”.

The City of Vero Beach and the Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror’s good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - (i) The names and addresses of DBE firms that will participate in the contract;
  - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - (iii) The dollar amount of the participation of each DBE firm participating;
  - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
  - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment;
  - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
  - (vii) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section;
- (3) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

#### Administrative Reconsideration

Within 5 days of being informed by City of Vero Beach and the Airport that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following official: **Purchasing Manager, 1053 20<sup>th</sup> Place, Vero Beach, FL 32960**. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do so. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

## Good Faith Efforts Procedural Requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of the City of Vero Beach and the Airport. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the City of Vero Beach and the Airport agree, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) The City of Vero Beach and the Airport determine that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the City of Vero Beach and the Airport written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;

- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and/or
- (10) Other documented good cause that the City of Vero Beach and the Airport have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting a request terminate and/or substitute a DBE subcontractor to the City of Vero Beach and the Airport, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Vero Beach and the Airport, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five business days to respond to the prime contractor's notice and advise the City of Vero Beach, the Airport, and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five business days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

*"The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of the City of Vero Beach and the Airport as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE."*

The City of Vero Beach and the Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the City of Vero Beach and the Airport request documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 business days if necessary, at the request of the contractor. City of Vero Beach and the Airport shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the City of Vero Beach and the Airport may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

**Section 26.55**  
**Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

**SUBPART D – CERTIFICATION STANDARDS**

**Section 26.61 – 26.73**  
**Certification Process**

The City of Vero Beach and the Airport are a non-certifying member of the Florida Unified Certification Program (UCP). Florida UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Florida UCP members make all certification decisions based on the facts, as a whole.

For information about the certification process or to apply for certification, firms should contact:

*Florida Department of Transportation Equal Opportunities Office*  
*Ms. Vicki Smith*  
*Certification Manager EOO*  
*605 Suwannee Street, MS 65*  
*Tallahassee, FL 32399*  
*(850) 414-4746*  
*Victoria.smith@dot.state.fl.us*

The Uniform Certification Application form and documentation requirements are found in **Attachment 12** to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

### **Section 26.81**

#### **Unified Certification Programs**

The City of Vero Beach and the Airport are not members of a Unified Certification Program (UCP) administered by USDOT.

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101**

#### **Compliance Procedures Applicable to City of Vero Beach and the Airport**

The City of Vero Beach and the Airport understand that if they fails to comply with any requirement of this part, the City of Vero Beach and the Airport may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

### **Section 26.109**

#### **Information, Confidentiality, Cooperation and Intimidation or Retaliation**

Information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law will be safeguarded from disclosure to third parties.

Notwithstanding any provision of federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility

and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The City of Vero Beach and the Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The City of Vero Beach and the Airport understand that it is in noncompliance with Part 26 if it violates this prohibition.

## **ATTACHMENTS**

- Attachment 1:** Regulation: 49 CFR Part 26 Website Link
- Attachment 2:** State of Florida's UCP Agreement
- Attachment 3:** Demonstration of Good Faith Efforts or Good Faith Effort Plans - Forms 1 & 2
- Attachment 4:** Bidder's List Collection Form
- Attachment 5:** Organizational Chart
- Attachment 6:** Sample Contract, Invitation to Bid
- Attachment 7:** Map of Market Area
- Attachment 8:** Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory
- Attachment 9:** DBE Monitoring and Enforcement Mechanisms
- Attachment 10:** Small Business Element
- Attachment 11:** Overall DBE Three-Year Goal Methodology
- Attachment 12:** Uniform DBE Certification Application

**ATTACHMENT 1**

**REGULATION: 49 CFR PART 26 WEBSITE LINK**

## ATTACHMENT 1

**Regulation: 49 CFR Part 26 Website Link:**

[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

**ATTACHMENT 2**

**STATE OF FLORIDA'S UCP AGREEMENT**

# **FLORIDA UNIFIED CERTIFICATION PROGRAM AGREEMENT**

## **RECITALS**

WHEREAS, 49 CFR Part 26 Subpart E- Certification Procedures Section 26.81, requires that all United States Department of Transportation (USDOT) Recipients participate in a statewide Unified Certification Program (UCP); and

WHEREAS, this Agreement establishes the UCP for the State of Florida; and

WHEREAS, the UCP will comply with all certification procedures and standards set forth in Subparts D and E of 49 CFR Part 26 on the same basis as recipients; and

WHEREAS, the UCP will cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations; and

WHEREAS, the UCP will implement USDOT directives and guidelines concerning certification matters; and

WHEREAS, all certification by the UCP shall be pre-certification, i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE; and

WHEREAS, the UCP will render uniform certification decisions on behalf of all USDOT financial assistance recipients in Florida with respect to participation in the USDOT Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, the UCP will provide “one-stop shopping” to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP Members in Florida; and

WHEREAS, the UCP shall develop and maintain an electronic DBE Directory of all firms certified in Florida that will be available to the public on the Internet and in print and continuously updated with additions, deletions, and other changes; and

WHEREAS, the UCP shall have sufficient resources and expertise to carry out the requirements of 49 CFR Part 26 Subpart E; and

WHEREAS, all obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and that recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR, Part 26.

NOW, THEREFORE, in consideration of the promises and covenants herein contained Florida UCP Members, agree to the following:

#### ARTICLE 1 – VISION

Florida's USDOT Recipients share the common goal of creating a level playing field on which DBE firms can compete fairly for USDOT assisted contract awards, while enhancing the administration of the DBE Programs through the exchange of information and coordination of activities. In order to achieve the common goal, Recipients will establish the UCP for the State of Florida.

## ARTICLE 2 – DEFINITIONS

Terms and Definitions used by the UCP shall be those specifically defined in this Agreement, and in 49 CFR, Section 26.5, which is incorporated by reference herein:

### 2.01 Certifying Member

A Florida Recipient as defined in 2.05, and UCP Member as defined in 2.10 and 3.01 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that includes provisions for DBE certification and revocation processes.

### 2.02 Disadvantaged Business Enterprise (DBE)

A for-profit small business concern, that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and whose management and daily business operations of the entity are controlled by one or more of the socially and economically disadvantaged individuals who own it.

### 2.03 Non-Certifying Member

A Florida Recipient as defined in 2.05, or UCP Member as defined in 2.10 and 3.1 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that does not include provisions for DBE certification and revocation processes.

### 2.04 Personal Net Worth

The net value of the assets of an individual remaining after total liabilities are deducted. Pursuant to 49 CFR Section 26.67 and as used herein, the personal net worth of each disadvantaged owner of an applicant or a DBE firm, excluding the individual's ownership interest in the applicant or a DBE firm and the individual's equity in his or her primary place of residence, must not exceed \$750,000. As of the effective date of this Agreement, the personal net worth requirement is not applicable to airport concessions.

### 2.05 Recipient

Any entity, public or private, to which USDOT financial assistance is extended, whether directly or through another recipient, through the programs of the Federal Aviation

Authority (FAA), Federal Highway Administration (FHWA) or the Federal Transit Authority (FTA), or who has applied for such assistance.

2.06 **Small Business Concern**

A Small Business Concern is as defined in Small Business Administration regulation 13 CFR Part 121 and in 49 CFR, Part 26; Section 65.

2.07 **Socially and Economically Disadvantaged Individuals**

Any individual who is a citizen or lawfully admitted permanent resident of the United States and who is:

- (a) Any individual who a recipient finds to be socially and economically disadvantaged individual on a case-by-case basis.
- (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - (i) “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
  - (ii) “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) “Native Americans” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) “Asian-Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - (v) “Subcontinent Asian Americans” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
  - (vi) Women;

- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA at such time as the SBA designation becomes effective.

**2.08 Executive Committee**

A single standing committee, comprised of the Manager of the Equal Opportunity Office in the Florida Department of Transportation (FDOT) or his/her designee, a Certifying Member selected annually by and among the FAA UCP Members, and a Certifying Member selected annually by and among the FTA UCP Members.

**2.09 Sub-Recipient**

Any entity, public or private, to which USDOT financial assistance is extended through another Recipient.

**2.10 UCP Members**

All Florida Recipients participating in this Agreement as described in 3.01 and 11.05, including both Certifying and Non-Certifying Members.

## ARTICLE 3 – ORGANIZATION OF THE UCP

### 3.01 Members of the UCP – Recipients

Pursuant to Section 26.81(a), all USDOT recipients in this State shall participate in a UCP.

All recipients, including airports and transit properties, that receive funds directly from FHWA, FAA or FTA must agree in writing to participate as members in the UCP.

Signatures to the UCP agreement of all USDOT recipients in this State shall be maintained on file in the FDOT Equal Opportunity Office.

### 3.02 Responsible Certifying Member

It is the intent of this Agreement that a Certifying Member will be responsible for certifying DBE's who perform work in their respective fields of expertise (highway and bridge, aviation, and transit). If a DBE firm performs work unique to aviation or transit, and there is no available FAA or FTA Certifying Member in the local area, the FAA or FTA Members will coordinate and agree on the designation of a Responsible Certifying Member. The FAA or FTA Member designated as the Responsible Certifying Member shall either be located in the vicinity of the applicant or DBE firm or have an on-going contract or business relationship with the firm. Non-certifying Members shall likewise consider the location of the applicant or DBE firm and any on-going contract or business relationships with the firm when forwarding an application or a DBE file to a Responsible Certifying Member. To this end Responsible Certifying Members shall be responsible for DBE certifications as follows:

- a) FDOT shall be the Responsible Certifying Member for those firms primarily engaged in the delivery of highway, road and bridge related goods and services. These goods and services may include, but are not limited to, heavy highway construction contractors, road and bridge contractors, specialty construction contractors, engineering consultants, specialty consultants, highway, road and bridge related material suppliers and fabricators and highway, road and bridge related maintenance services.

- b) An FAA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of aviation related goods and services, including concessionaires. These goods and services may include, but are not limited to, food service and other aviation specialty firms.
- c) An FTA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of transit related goods and services. These goods and services may include, but are not limited to, transit services generally, transit maintenance services and transit related materials and supplies.

**3.03 DBE Directory Management**

UCP Members hereby acknowledge that FDOT is the major recipient of FHWA funds in the State of Florida, has the largest DBE certification program in the State, and maintains a Directory of certified DBEs that is available electronically and in printed form to Florida Recipients, contractors, and other interested members of the general public.

3.03.1 FDOT shall serve as Manager for the UCP's electronic DBE Directory, which shall include all DBE certifications made by Certifying Members.

3.03.2 FDOT, as DBE Directory Manager, shall assume the following responsibilities with regard to the DBE Directory:

- (a) Keep and maintain the up-to-date electronic DBE Directory;
- (b) Ensure its availability to all UCP Members and other interested parties;
- (c) Make available printed copies of the Directory upon request; and
- (d) Provide Certifying Members with access to certification information in the DBE Directory through the Internet.

3.03.3 Certifying Members will, within 3 business days of receipt of any new application for DBE certification, complete input to a Directory application screen, whenever a new application for DBE certification is received, so that other Certifying Members will not process or otherwise duplicate work on any DBE application.

3.03.4 When a Certifying Member makes a DBE certification approval decision, information shall be submitted, through the Internet, by the Certifying Member, directly to the DBE Directory within three (3) business days of said approval. Pursuant to 49 CFR, Section 26.31, this information shall include:

- a) Firm Name, Street Address, P.O. Box, Telephone and Facsimile Numbers, and e-mail address;
- b) Name of Majority Owner, Gender, and Minority Code;
- c) Type(s) of work performed by the DBE using North American Industry Classification system (NAICS) adopted by the SBA on October 1, 2000, and other work specialty codes as needed;
- d) Name of Certifying Member;
- e) Expiration Date of DBE Certification; and
- f) Any other appropriate information, as agreed upon by UCP Members.

3.03.5 Certifying Members shall also input, through the Internet, within three (3) business days of the action, information as required in 3.03.3 on firms denied DBE certification. This information will be input on the DBE Status Page.

3.03.6 Firms denied DBE certification by a Certifying Member are eligible to re-submit a DBE application after one (1) year.

#### 3.04 Transition of Currently Certified DBEs

Each UCP Member shall electronically submit its current DBE Directory to the DBE Directory Manager (FDOT) for inclusion into the UCP's DBE Directory. Each UCP Member Directory shall include complete information as required in 3.03.4, and a statement attesting to the fact that each DBE firm submitted has been certified under the provisions of 49 CFR Part 26.

3.04.1 The Executive Committee shall meet and review those certified DBE firms submitted by Certifying UCP Members, and will determine the appropriate Certifying Member who will be responsible for future certification and re-certification of the DBE.

3.04.2 Upon determination by the Executive Committee of the appropriate Certifying Member, the Certifying UCP Member having possession of the DBE firm's certification file will be notified, and shall immediately forward that DBE file to the responsible Certifying Member, who shall assume custody and responsibility for the DBE file.

3.04.3 Presently certified non-Florida DBE firms must document current DBE certification by the DOT of the state in which they are domiciled or that state's UCP, if it is in place, prior to being included in the DBE Directory.

3.04.4 Designation of a Responsible Certifying Member for a non-Florida DBE firm shall follow the same process as described above.

3.05 **Executive Committee Duties**

It is agreed that upon approval by the Secretary of the USDOT, the Executive Committee shall begin implementing the provisions of this agreement and the Implementation Plan, attached as Exhibit C.

3.05.1 The Executive Committee shall meet as necessary to provide oversight and ensure compliance with 49 CFR Section 26.81. The Executive Committee shall at all times seek the participation, and may call special meetings of all UCP Members to ensure compliance with said regulation.

3.05.2 The Executive Committee may establish special committees, by majority vote, which may include, but are not limited to, Airport Concessions, UCP Member Dispute Resolution, UCP Process, Quality Assurance, Training, and Intake.

3.05.3 The Executive Committee will ensure that the UCP has sufficient resources and expertise to carry out the requirements of 49 CFR Section 26.81.

3.05.3 The Executive Committee will advise all UCP Members when it appears resources and expertise are not sufficient to carry out the requirements of 49 CFR Section 26.81.

## **ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF UCP MEMBERS**

### **4.01 Types of UCP Members**

Florida recipients acknowledge that this Agreement provides for two (2) classes of members, Certifying Members and Non-Certifying Members as defined in 2.01 and 2.03, and that each class shall have specific rights and responsibilities as set forth herein.

### **4.02 Certifying Member Rights and Responsibilities**

Each Certifying Member shall have the following rights and responsibilities:

- (a) Comply with the terms and conditions of this Agreement.
- (b) Collect and evaluate information received regarding DBE certification applications, conduct site visits, and make certification decisions as to DBE status, in accordance with 49 CFR Part 26.
- (c) Promptly provide current information to the DBE Directory as required by and in the manner prescribed in 3.03 above.
- (d) Update the DBE Directory with all new and updated information (renewals, removals, change of address, etc.).
- (e) Retain and maintain appropriate DBE certification files.
- (f) Make file information available to other USDOT recipients and other state UCPs in response to questions or complaints, upon written request.
- (g) Upon request of a UCP Member, may conduct a site visit to a DBE applicant in its vicinity.
- (h) Process annual updates to verify continuing eligibility of DBE firms certified by it.
- (i) Perform specific file reviews at any time upon request by a UCP Member.
- (j) Make timely final decisions on DBE applications as outlined in 49 CFR Section 26.83(k) or within (90) ninety days of receipt of all information.
- (k) Provide information on any certified DBE upon request by a UCP Member.

### **4.03 Non Certifying Member Rights and Responsibilities**

Each Non-Certifying Member shall have the following rights and responsibilities:

- (a) Comply with the terms and conditions of this Agreement.
- (b) Promptly forward DBE applications to the Responsible Certifying Member.

- (c) Provide information on any certified DBE upon request by a UCP Member.

## **ARTICLE 5 – RIGHTS AND RESPONSIBILITIES OF THE UCP**

### **5.01 Certification Decisions**

The UCP shall maintain processes and programs that conform to the overall certification standards set out in 49 CFR Part 26.

Certification decisions made by UCP Certifying Members shall be binding on all DOT recipients with respect to participation in the DBE Program. In the event of a conflict, the UCP, through the Executive Committee, shall make a final decision, subject to the provisions of 49 CFR, Part 26.

### **5.02 “One-Stop Shopping”**

The UCP shall provide “one-stop shopping” to applicants for DBE certification in Florida, such that an applicant is required to apply only once for a DBE certification that will be honored by all UCP Members.

### **5.03 Processing Out-of-State Applications**

The UCP will not process a new application for DBE certification from a firm having its principal place of business in another state unless the firm has already been certified in that state. When a Certifying Member processes an out-of-state application, a full certification application file with all supporting documentation will be compiled by the Certifying Member, including a copy of the Site Visit Report obtained from the applicant’s home state or from the state’s UCP if it is in place, before the firm is included in the DBE Directory.

### **5.04 Reciprocity With Other UCPs**

It is understood that:

- (a) The UCP, through its Executive Committee, may enter into written reciprocity agreements at any time with UCPs of other states subject to approval of USDOT.
- (b) Such reciprocity agreement(s) must outline the specific responsibilities of each participating UCP.

- (c) The UCP, and its Members, may accept a DBE certification decision, made by another UCP or state DOT, on a case-by-case basis.
- (d) The UCP, and its Members, shall share information concerning Florida DBE firms or applicants with other UCPs and state DOTs upon written request.

**5.05 UCP Information Program**

UCP Members and the Executive Committee will provide information on the Florida UCP to the public and to DBE applicant firms; provide individuals and firms seeking DBE certification with UCP applications; accept DBE applications from any applicant firm, and forward DBE applications to the appropriate Certifying Member for processing.

**5.06 Meetings for Continued UCP Monitoring**

The UCP, through its Executive Committee, shall hold a statewide membership meeting at least once a year or more often as needed for continued monitoring of the UCP, and on-going processes.

5.06.1 The Executive Committee shall notify UCP Members in writing of the date and location of the meeting at least (30) thirty days in advance of the meeting.

5.06.2 A majority of those recipients having agreed in writing to participate as members of the UCP shall constitute a quorum for conducting UCP business.

5.06.3 When a quorum is established at a meeting, a majority vote of those members present and voting shall be required to pass on a matter.

**ARTICLE 6 – CERTIFICATION PROCEDURES**

**6.01 Certification Application**

UCP Members agree to utilize the USDOT Disadvantaged Business Enterprise Certification Application format attached as Exhibit A.

**6.02 Certification Process**

The UCP and its Members shall follow DBE certification processes and adhere to standards set forth in 49 CFR Part 26, Subparts D and E, Certification Procedures, as well as those guidelines set forth herein or otherwise attached hereto.

**6.03 Certification Site Visits**

Certifying Members shall conduct a site visit to the principal place of business of an applicant firm prior to DBE certification and submission or direct input via the Internet to the DBE Directory.

- (a) Certifying Members will utilize the On-Site Review Checklist, which is included as Exhibit D herein.
- (b) Certifying Members may conduct site visits for one another when requested, in instances where the member requested is geographically close to the DBE's location.

**ARTICLE 7 – APPEALS, COMPLAINTS AND DISPUTES**

**7.01 Appeals/Third Party Complaints**

DBE Certification appeals and third party complaints may only be filed with the Certifying Member whose action is being appealed or complained about and shall be handled in accordance with 49 CFR Part 26, Sections 26.85, 26.87, and 26.89.

**7.02 Member Agreement**

This Agreement recognizes that each Certifying Member has a DBE Program Plan approved by USDOT, and that each such Program Plan may be unique. Therefore, it is herein agreed, that actions under this Section shall, in addition to the foregoing requirements of 49 CFR Part 26, comply with the process and procedure provided for in those individual DBE Program Plans.

External or Internal Complaints regarding certification decisions of a Certifying Member may only be filed with that Certifying Member, and shall be processed in accordance with 49 CFR Part 26, Section 26.87, or as otherwise provided for herein.

**7.03 Notice Requirements**

An action by a Certifying Member (certification denial, de-certification, etc.) shall be in writing, and shall:

- (a) Be delivered via Certified U.S. Mail, Return Receipt Requested.
- (b) Be specific as to the action being taken.
- (c) Be specific as to the basis of the action.
- (d) Be specific as to the facts relied upon.
- (e) Advise the party of the right to appeal.
- (f) Provide detailed information on the appropriate appeal process.

**7.04 Member Disputes**

UCP Members shall make every effort to resolve disputes that may arise between them.

**7.04.1 Unresolved Member Disputes**

When UCP Members are unable to resolve an internal dispute, the matter will be submitted to the Executive Committee for resolution. The decision of the Executive Committee shall be binding on all those UCP Members subject to the provisions of 49 CFR Part 26.

**ARTICLE 8 – TRAINING**

**8.01 Executive Committee Oversight**

The Executive Committee shall retain DBE certification oversight of UCP Members. FDOT will be responsible for DBE certification training of UCP Members. Upon approval of the Executive Committee, FDOT may provide, or otherwise arrange for, DBE certification training for any Certifying Member upon request or it may require a Certifying Member to attend DBE certification training in order to ensure compliance with the provisions of this Agreement and 49 CFR Part 26.

**8.02 Training Costs**

Certifying Members requesting DBE certification training through FDOT, or who have been required to obtain such training, agree to bear the costs and expenses for said training.

## ARTICLE 9 – DBE DIRECTORY

### 9.01 Organization of the Directory

The DBE Directory shall be organized and maintained by FDOT, using industry standard state-of-the-art software. All UCP Members agree to maintain compatible software and systems in order to best use the electronic DBE Directory, and to timely provide DBE certification information and updates for the DBE Directory.

### 9.02 Availability

The DBE Directory shall be available electronically on the Internet (and in printed form, when requested) to UCP Members, contractors, and other interested parties.

## ARTICLE 10 – FEES/COSTS

### 10.01 UCP Fees

The UCP may assess its Members such fees as may, from time to time, be required in order to operate and maintain the UCP, ensuring that resources and expertise are sufficient.

The Executive Committee shall certify the need for a fee assessment to Members at statewide membership meeting, and shall recommend a fee amount to the Members.

Members shall vote to approve the imposition of any such fee.

UCP Members that receive less than \$250,000.00 annually from USDOT shall be exempt from the payment of any such fees.

### 10.02 DBE Applicant Firms

Certifying Members may charge a reasonable fee for DBE certification application processing.

## ARTICLE 11 – GENERAL PROVISIONS

### 11.01 Exhibits

All exhibits to this Agreement are incorporated herein by reference and made a part hereof.

### 11.02 Interpretation

Article and section headings and Table of Contents are for convenience only and shall not affect construction of this Agreement.

### 11.03 Amendments

This Agreement may not be amended, modified, or supplemented except by an instrument in writing agreed to the UCP Members. Notwithstanding the foregoing, should any provisions of 49 CFR Part 26 be changed or modified, corresponding provisions of this Agreement shall be modified accordingly.

### 11.04 Compliance with Law

UCP Members agree that the operation of this Agreement and performance of all obligations hereunder shall at all times comply with 49 CFR Part 26 and with applicable federal and state laws.

### 11.05 Signed Agreement

This Agreement will become effective upon approval by the Secretary of USDOT, and will be fully operational within (18) eighteen months of approval.

By executing the Signature and Declaration of Status page of this Agreement recipients agree to become Members of the UCP, and agree to accept the terms and conditions of this Agreement.

Following USDOT approval, a recipient may become a member by submitting a fully executed Signature and Declaration of Status page from this Agreement to the Executive Committee, which shall be delivered to FDOT's Equal Opportunity Office, where it shall remain on file.

11.06 **Severability**

Should any part, term, portion, or provision of this Agreement be in conflict with any law of the United States or of the State of Florida, or otherwise be unenforceable or ineffectual, the remaining provisions shall be deemed valid and severable, and not affected thereby.

11.07 **Successors**

This Agreement shall be binding upon and inure to the benefit of any successors or assigns of the UCP Members.

11.08 **Execution**

Execution of this Agreement by UCP Members shall comply with appropriate procedures, resolutions, authorized signatures, and required filings pursuant to the law governing each UCP Member. This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ATTACHMENT 3**

**DEMONSTRATION OF GOOD FAITH EFFORTS OR GOOD FAITH EFFORT PLANS  
FORMS 1 & 2**

**FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

Bidder/offeror has met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_ % DBE utilization on this contract.

Bidder/offeror has not met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_% DBE utilization on this contract and has submitted [*or “will submit,” if recipient made compliance a matter of responsibility*] documentation demonstrating good faith efforts.

Legal name of bidder/offeror’s firm: \_\_\_\_\_

Bidder/Offeror Representative:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## FORM 2: LETTER OF INTENT

*Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.*

Name of bidder/offeror's firm: \_\_\_\_\_

Name & title of firm's AR: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Name & title of DBE firm's AR: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work to be performed by DBE firm:

| <i>Description of Work</i> | <i>NAICS</i> | <i>Dollar Amount / %*</i> | <i>Dealer/Manufacturer**</i> |
|----------------------------|--------------|---------------------------|------------------------------|
|                            |              |                           |                              |
|                            |              |                           |                              |
|                            |              |                           |                              |

*\*Percentage is to be used only in negotiated procurements, including design-build contracts*

*\*\*For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ \_\_\_\_\_. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

\_\_\_\_\_  
Signature of Bidder/Offeror's Authorized Representative

Date: \_\_\_\_\_

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

\_\_\_\_\_  
Signature of DBE's Authorized Representative

Date: \_\_\_\_\_

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.**

**Submit this page for each DBE subcontractor.**

**ATTACHMENT 4**

**BIDDER'S LIST COLLECTION FORM**

## ATTACHMENT 4

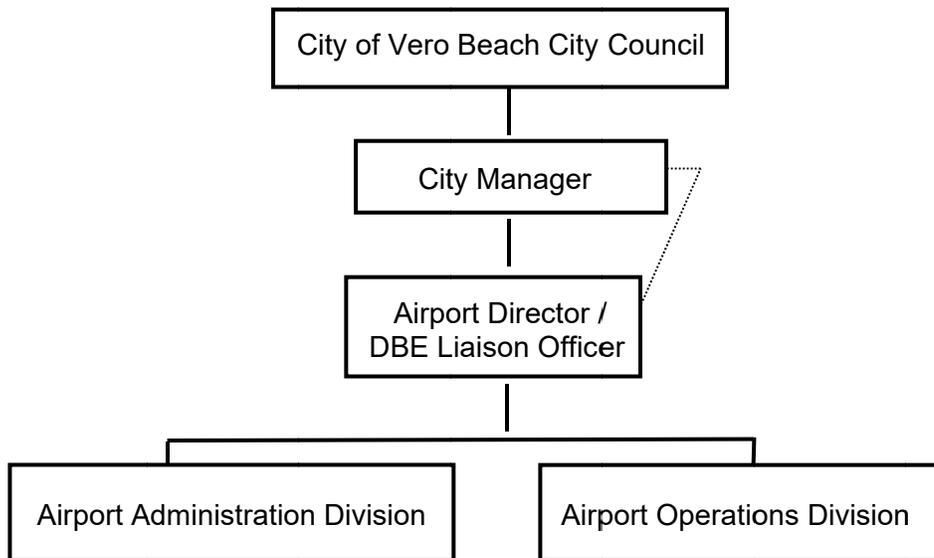
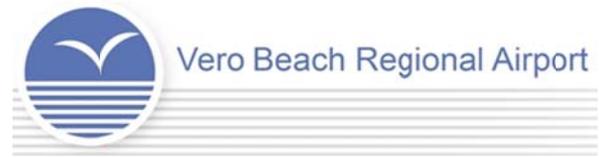
### Bidder's List Collection Form:

**Reminder:** the information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.

| Firm Name | Firm Address/<br>Phone # | DBE or Non-DBE Status<br>(verify via State's UCP Directory) | Age of Firm  | Annual Gross Receipts   |
|-----------|--------------------------|---|--|---|
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |
|           |                          |   | <input type="checkbox"/> Less than 1 year<br><input type="checkbox"/> 1- 3 years<br><input type="checkbox"/> 4-7 years<br><input type="checkbox"/> 8-10 years<br><input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$500K<br><input type="checkbox"/> \$500K - \$1 million<br><input type="checkbox"/> \$1-2 million<br><input type="checkbox"/> \$2-5 million<br><input type="checkbox"/> Greater than \$5 million |

**ATTACHMENT 5**

**ORGANIZATIONAL CHART**



**ATTACHMENT 6**

**SAMPLE CONTRACT DOCUMENT, INVITATION TO BID**

CITY OF VERO BEACH

**PROEJCT TITLE**

**BID NO. XXX-XX/XX**

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – ROBERT BRACKETT

VICE MAYOR – REY NEVILLE

JOE GRAVES

ROBERT MCCABE

HONEY MINUSE

CHARTER OFFICERS

CITY MANAGER – MONTE K. FALLS, P.E.

CITY CLERK - TAMMY K. BURSICK

CITY ATTORNEY – JOHN S. TURNER

# TABLE OF CONTENTS

| ARTICLE   | PAGE NO. |
|---|----------|
| <b>Invitation to Bid</b> .....  | 1 - 2    |
| <b>Instructions to Bidders</b>  |          |
| 1. General .....  | 3        |
| 2. Examination of Site and Contract Documents .....                           | 3        |
| 3. Interpretation of the Approximate Quantities .....                         | 3        |
| 4. Interpretations, Inconsistencies and Addenda .....                         | 3        |
| 5. Preparation of Bids .....  | 4        |
| 6. Bid Pricing.....   | 4        |
| 7. Time of Completion .....   | 4        |
| 8. Submission of Bids.....  | 5        |
| 9. Familiarity with Laws .....  | 5        |
| 10. Rejection of Bids .....   | 5        |
| 11. Withdrawals and Modifications .....                                       | 5 - 6    |
| 12. Contract Award .....  | 6        |
| 13. Subletting or Assigning of Contract.....                                  | 6        |
| 14. Patent Fees, Royalties and Licenses.....                                  | 6        |
| 15. Payment and Performance Bond .....  | 6 - 7    |
| 16. Liens .....   | 7        |
| 17. Financial Statement .....   | 7        |
| 18. Variances .....   | 8        |
| 19. Public Entity Crimes .....  | 8        |
| 20. Local Preference Ordinance .....  | 8 - 10   |
| 21. Contract Drawings and Interpretation of Drawings and Specifications ..... | 10 - 11  |
| 22. Contractor To Check Drawings and Data .....                               | 11       |
| 23. Prohibited Communications .....   | 11       |
| 24. Development Cost .....  | 11       |
| 25. Prohibition Against Contracting With Scrutinized Companies .....          | 11 - 12  |
| <b>General Conditions</b>   |          |
| 1. Definition of Terms .....  | 13 - 15  |
| 2. Schedule of Work.....  | 15       |
| 3. Extension of Time .....  | 15       |
| 4. Control, Supervision and Inspection of the Work .....                      | 15 - 16  |
| 5. Superintendents .....  | 16       |
| 6. Subcontractors .....   | 16       |
| 7. Employees .....  | 16       |
| 8. Changes in Scope of Work; Extra Work .....                                 | 16 - 17  |
| 9. Payment for Extra Work.....  | 17 - 18  |
| 10. Omitted Work.....   | 18       |
| 11. Termination of Contract .....   | 18 - 19  |
| 12. Safety; Maintaining the Site .....  | 19       |

## TABLE OF CONTENTS (Continued)

| ARTICLE  | PAGE NO. |
|--|----------|
| 13. Risk of Loss.....  | 19       |
| 14. Suspension of Work .....                                     | 20       |
| 15. Clean Up of Site .....                                       | 20       |
| 16. Royalties and Patents.....                                   | 20       |
| 17. Indemnification .....  | 20       |
| 18. Insurance .....  | 21       |
| 19. Interpretation of Specifications .....                       | 21       |
| 20. Disputed Work .....  | 21       |
| 21. No Waiver of Legal Rights .....                              | 22       |
| 22. Defective Work .....   | 22 - 23  |
| 23. Tools & Equipment .....                                      | 23       |
| 24. Testing.....   | 23       |
| 25. Permits and Fees.....  | 23       |
| 26. Miscellaneous.....   | 23 - 25  |
| 27. Gratuities .....   | 25       |
| 28. Public Records Compliance .....                              | 25 - 26  |
| 29. Invoice and Payment .....                                    | 27       |
| <b>Supplementary General Conditions</b>                          |          |
| 1. Shop Drawings .....   | 28       |
| 2. Conflicts .....   | 28       |
| 3. Coordinating with Other City Projects.....                    | 28       |
| 4. Utilities and Structures Relocated, Existing and Others ..... | 29       |
| 5. Applicable Standards.....                                     | 30       |
| 6. Security of Work Area .....                                   | 30       |
| 7. Quality of Items and Workmanship .....                        | 30       |
| 8. Materials Disposal and Cleanup.....                           | 30       |
| 9. Contractor Safety.....  | 31       |
| 10. Miscellaneous.....   | 31       |
| 11. Termination for Convenience.....                             | 31       |
| 12. Force Majeure.....   | 31       |
| 13. Inspection .....   | 32       |
| Variances.....   | 33       |
| Drug-Free Workplace Compliance Form Identical Tie Bids.....      | 34       |
| Noncollusion Affidavit of Prime Bidder.....                      | 35       |
| Bid Proposal.....  | 36       |

## TABLE OF CONTENTS (Continued)

| ARTICLE   | PAGE NO. |
|---|----------|
| Local Business Certification Form .....   | 37       |
| Equal Opportunity Report Statement.....   | 38 - 39  |
| Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion..... | 40       |
| Scrutinized Company List .....  | 41       |
| E-Verify .....  | 42       |
| Firm Certification.....   | 43       |
| Questionnaire .....   | 44 - 45  |
| Bid Bond.....   | 46       |
| Form of Agreement.....  | 47 - 52  |
| Bid Schedule.....   | 53       |
| Insurance Requirements.....   | 54 - 55  |
| Payment and Performance Bond.....   | 56 - 61  |
| Affidavit.....  | 62       |
| Release and Waiver of Claim on Progress Payment.....                                      | 63       |
| Release and Waiver of All Claims on Final Payment.....                                    | 64       |

Attachments:

Technical Specifications

**CITY OF VERO BEACH, FLORIDA**

**INVITATION TO BID**

**BID NO. XXX-XX/XX  
PROJECT TITLE  
DEPARTMENT**

Sealed Bids will be received by the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, 32960, until 2:30 p.m., Day, Month XX, 20XX, and subsequently opened in a meeting to be held in the City Hall Council Chambers. **Due to COVID-19, if you attend the bid opening you will be required to wear a mask and asked to maintain social distancing, 6' apart from others. The City shall not be responsible for providing a mask.**

**Only the name of the proposers who submitted a response to this Bid Request will be read aloud at the bid opening.**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (206) 940-0305. All inquiries shall be directed to the office of the Manager of Purchasing at (772) 978-5470.

A pre-bid conference will be held at 10:00 a.m., Day, Month XX, 2019, at the Location, Vero Beach, Florida 32960. **Due to COVID-19, if you attend the pre-bid you will be required to wear a mask and asked to maintain social distancing, 6' apart from others. The City shall not be responsible for providing a mask.**

All Bids shall be submitted in duplicate (one original and one copy) on the Bid Proposal forms provided within the Specifications and **provide one (1) USB drive that contains “all” of your documentation included in the original bid in a pdf format.** A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A Payment and Performance Bond for 100% of the Contract amount on the form provided by the City shall be used for contracts more than \$25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 100% of the Contract amount may be submitted. If the Contract is awarded in a sum less

than \$25,000, the Performance and Payment Bond requirement may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked "**BID NO. XXX-XX/XX PROJECT TITLE**" on the outside of the envelope and addressed as follows:

**By Mail:**

City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**By Courier:**

City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this XXth day of Month, 20XX.

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS, P.E.  
CITY MANAGER

## **CITY OF VERO BEACH, FLORIDA**

### **INSTRUCTIONS TO BIDDERS**

#### **1. GENERAL**

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

#### **2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

#### **3. INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

#### **4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA**

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least seven (7) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

**By Mail:**  
City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

Telephone: (772) 978-5470

**By Courier:**  
City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

E-mail: [purchase@covb.org](mailto:purchase@covb.org)

## **5. PREPARATION OF BIDS**

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

## **6. BID PRICING**

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

## **7. TIME OF COMPLETION**

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

## **8. SUBMISSION OF BIDS**

All Bid proposals must be delivered to the Manager of Purchasing, 1053 20th Place, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

**EXAMPLE: By Mail:**

City of Vero Beach  
Manager of Purchasing  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**By Courier:**

City of Vero Beach  
Manager of Purchasing  
1053 20th Place  
Vero Beach, FL 32960

BID NO.           XXX-XX/XX            
BID DESCRIPTION           PROJECT TITLE            
BID DATE           Month XX, 20XX          

**9. FAMILIARITY WITH LAWS**

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

**10. REJECTION OF BIDS**

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

**11. WITHDRAWALS AND MODIFICATIONS**

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing.

All written requests for withdrawal and written modifications must be signed by a person

duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

## **12. CONTRACT AWARD**

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

## **13. SUBLETTING OR ASSIGNING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

## **14. PATENT FEES, ROYALTIES AND LICENSES**

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

## **15. PAYMENT AND PERFORMANCE BOND**

The Contractor shall furnish the Payment and Performance Bonds required herein, within ten (10) days of the execution of the Contract and before commencement of the Work. The Payment and Performance Bond shall ensure the payment of all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, services, or labor (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor and shall ensure that the Contractor performs any and all contractual obligations, including with respect to any and all guarantees. The Bond shall continue in

effect after completion and acceptance of the Work for the guarantee period provided in the Contract or by law, whichever is longer. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and substitute it, before such termination, with a new Payment and Performance Bond for the guarantee period. In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, **prior to permitting work to commence**, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Performance Bond; and
3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Performance Bond to the City.

## 16. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

## 17. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

## **18. VARIANCES**

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document.

## **19. PUBLIC ENTITY CRIMES**

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; 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 s. 287.017 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **20. LOCAL PREFERENCE ORDINANCE**

### **Section 2-352. Local Preference in Purchasing or Contracting.**

#### **A. Definitions.**

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) "Non-local business" means a bidder that is not a local business, as defined herein.

## B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a “Local Business Certification Form,” in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the “Local Business Certification Form” together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a “local business.”

C. Local preference in purchases by means of formal competitive bid. In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

(1) When a qualified and responsive, non-local business submits the lowest price bid (herein, “Apparent Low Bidder”), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the “Lowest Local Bidder”) shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein “Invitation”);

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder.

(g) If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the “Local Business Certification Form”.

E. Exclusions and limitations.

(1) Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

(2) The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

(3) The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

(4) The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

(5) The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

**21. CONTRACT DRAWINGS AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS**

A. The Engineer shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount, and value of any work done under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

B. Items of material, equipment, machinery and the like may be specified on the Drawings and not otherwise specified in the Contract Documents. Such items shall be provided by the Contactor in accordance with the Drawings.

C. The Contractor shall keep one record of all Contract Documents at the site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the Engineer and shall deliver to him for the City upon completion of the work.

## **22. CONTRACTOR TO CHECK DRAWINGS AND DATA**

The Contractor shall verify all dimensions, quantities and details shown on any Drawings received from the Engineer, and shall notify the Engineer of any errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory, faulty construction, or improper operation resulting therefrom or from his responsibility to rectify such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

## **23. PROHIBITED COMMUNICATIONS**

**Bidders responding to the Invitation to Bid (ITB) shall not communicate in any way with the City Council, City Manager, or City staff, other than Purchasing personnel, regarding this ITB from the time of advertisement through the award. Such communication may result in disqualification.**

## **24. DEVELOPMENT COST**

Bidders should prepare their Bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Invitation to Bid (ITB). Under no circumstances shall the City or any official, employee, or representative of the City be liable for any expenses or costs incurred in connection with preparation or submittal of a response to this ITB whatsoever, whether or not the Bidder is awarded a contract or, if awarded, such contract is subsequently terminated or its performance delayed.

## **25. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

In accordance with Section 287.135(2) of the Florida Statutes, “[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is 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, or 2. Is engaged in business operations in Cuba or Syria.” Section 215.473 of the Florida Statutes defines a company to mean “a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation or renewing a contract, a respondent certifies that it and those related entities of respondent as defined above by Florida law above 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 solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above 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. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent 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 any amount, 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. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

## CITY OF VERO BEACH, FLORIDA

### GENERAL CONDITIONS

#### 1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

**A. Addendum**

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

**B. Bid Opening**

The time and place for the opening of Bids, as described in the Invitation to Bid.

**C. Change Order**

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

**D. City ("Owner")**

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

**E. Commencement Date**

The date on which the Contractor may start the Work, as described in the Notice to Proceed.

**F. Completion Date**

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

**G. Contract**

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

**H. Contract Documents**

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

**I. Contractor**

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

**J. Drawings**

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

**K. Extra Work**

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

**L. Final Acceptance**

Final approval and acceptance of the Project by the City of Vero Beach City Council. Unless otherwise specifically designated, it shall be the date on which the City Council authorizes Final Payment.

**M. Notice to Proceed**

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

**N. Right-of-Way**

A strip of land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, or for ingress and egress by the public, certain designated individuals or governing bodies.

**O. Site**

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

**P. Specifications**

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

**Q. Subcontractor**

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

**R. Substantial Completion**

The date on which the Project is substantially complete and ready for continuous use as determined by the Engineer; Also the date on which the Contract Time stops.

**S. Surety**

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

**T. Time of Completion**

The total number of calendar days from and including Commencement Date through the Completion Date.

**U. Work**

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

**2. SCHEDULE OF WORK**

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

**3. EXTENSION OF TIME**

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

**4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK**

A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.

B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

## **5. SUPERINTENDENTS**

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

## **6. SUBCONTRACTORS**

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

## **7. EMPLOYEES**

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

## **8. CHANGES IN SCOPE OF WORK; EXTRA WORK**

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.
- C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

## **9. PAYMENT FOR EXTRA WORK**

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

- A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.
  - 1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.
  - 2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.
- B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.
- C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.
- D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for

any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.

- E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.
- F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

## **10. OMITTED WORK**

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

## **11. TERMINATION OF CONTRACT**

- A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:
  - 1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;
  - 2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;
  - 3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;
  - 4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or

- 5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.
- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
  - C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.
  - D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:
    - 1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;
    - 2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and
    - 3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

## **12. SAFETY; MAINTAINING THE SITE**

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.
- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

## **13. RISK OF LOSS**

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

#### **14. SUSPENSION OF WORK**

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

#### **15. CLEAN UP OF SITE**

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

#### **16. ROYALTIES AND PATENTS**

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

#### **17. INDEMNIFICATION**

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.
- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-contractors of Contractor.

## **18. INSURANCE**

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

## **19. INTERPRETATION OF SPECIFICATIONS**

- A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.
- B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

## **20. DISPUTED WORK**

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply.

Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

## **21. NO WAIVER OF LEGAL RIGHTS**

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

## **22. DEFECTIVE WORK**

- A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.

- D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.
- E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

### **23. TOOLS & EQUIPMENT**

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

### **24. TESTING**

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

### **25. PERMITS & FEES**

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

### **26. MISCELLANEOUS**

#### **A. Notice:**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- 1) in writing;

- 2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:
- (a) by hand;
  - (b) by overnight mail service (such as Federal Express); or
  - (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

|                          |                                    |
|--------------------------|------------------------------------|
| To: [Name of Division]   | With a copy to: [Name of Division] |
| Attn: [Contact] [Title]  | Attn: [Contact] [Title]            |
| Name of Company          | Name of Company                    |
| Street Address           | Street Address                     |
| City / State / Zip Code  | City / State / Zip Code            |
| Telephone: (xxx)xxx-xxxx | Telephone: (xxx)xxx-xxxx           |
| Facsimile: (xxx)xxx-xxxx | Facsimile: (xxx)xxx-xxxx           |

To CITY:

City of Vero Beach, Florida  
 Dept. Head, Title  
 XXXXXXXXXXXX  
 1053 20th Place  
 Vero Beach, FL 32960  
 Telephone: (772) 978-XXXX  
 Email: xxxxxxxx@covb.org

With a copy to:

City of Vero Beach, Florida  
 Carol Shoaf, Senior Contract  
 Administrator  
 1053 20th Place  
 Vero Beach, FL 32960  
 Telephone: (772) 978-5470  
 Email: cshoaf@covb.org

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

**B.** The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

**C. Severability**

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The

remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

**D. Choice of Law; Venue**

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

**E. Attorneys' Fees**

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

**F. Article Headings For Convenience Only**

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

**27. GRATUITIES**

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

**28. PUBLIC RECORDS COMPLIANCE**

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.

B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.

E. 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 CITY.

F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF 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 CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772) 978-4700, [TBURSICK@COVB.ORG](mailto:TBURSICK@COVB.ORG) OR 1053 20TH PLACE, VERO BEACH, FL 32960.**

## **29. INVOICE & PAYMENT**

In General. The Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City. The City will make payment(s) to the Contractor for the Work in accordance with the applicable provisions of Article VII, Chapter 218, Florida Statutes, “The Local Government Prompt Payment Act” (“Prompt Payment Act”). Invoices and other required documentation shall be submitted to the address provided in the Contract form, or if not provided on said Contract form, by the ordering City department.

Each invoice shall include, at a minimum, the Contractor’s name, contact information and reference to the Contract, purchase order, or other City reference.

The City may dispute any payments invoiced or requested by the Contractor in accordance with the applicable provisions of the Prompt Payment Act and any such disputes shall be resolved in accordance with said provisions in conjunction with the City’s general appeal process provided in section 2.201, et seq. of the City of Vero Beach Code of Ordinances.

All invoices shall be mailed to:

Accounting Division  
City of Vero Beach  
Post Office Box 1389  
Vero Beach, Florida 32961 1389

## **CITY OF VERO BEACH, FLORIDA**

### **SUPPLEMENTARY GENERAL CONDITIONS**

#### **1. SHOP DRAWINGS**

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

#### **2. CONFLICTS**

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

#### **3. COORDINATING WITH OTHER CITY PROJECTS**

- A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

#### **4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:**

- A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach, Comcast Cable, AT&T, Florida City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

- B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

## **5. APPLICABLE STANDARDS**

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

|      |  |
|------|--|
| NEC  | National Electrical Code                         |
| NEMA | National Electrical Manufacturer's Associates    |
| IEEE | Institute of Electrical and Electronic Engineers |
| OSHA | Occupational Safety and Health Administration    |
| ASME | American Standard of Mechanical Engineers        |
| ANSI | American National Standards Institute            |
| NFPA | National Fire Protection Association             |
| AISC | American Institute of Steel Construction         |
| AWS  | American Welding Society                         |
| EPA  | Environmental Protection Agency                  |
| ASTM | American Society of Testing Materials            |
| FDEP | Florida Department of Environmental Protection   |

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

## **6. SECURITY OF WORK AREA**

Work area must be maintained to allow access to all operating equipment in the construction area.

## **7. QUALITY OF ITEMS AND WORKMANSHIP**

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

## **8. MATERIALS DISPOSAL AND CLEANUP**

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

## **9. CONTRACTOR SAFETY**

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

## **10. MISCELLANEOUS**

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

## **11. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

## **12. FORCE MAJEURE**

Except as otherwise expressly provided herein, City and Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

### **13. INSPECTION**

The City shall at all times have the right to inspect the Work. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.



**DRUG-FREE WORKPLACE COMPLIANCE FORM  
IDENTICAL TIE BIDS**

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_



**BID PROPOSAL**

**INVITATION TO BID NO: XXX-XX/XX**

To: The City Manager  
City of Vero Beach  
P.O. Box 1389  
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**LOCAL BUSINESS CERTIFICATION FORM**

- 1. "Local business" shall mean a business that meets all of the following criteria:
  - (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
  - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
  - (c) Holds any license or competency card required by Indian River County; if applicable; and
  - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. If applicable, Contractor License or Competency Card #: \_\_\_\_\_

4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.

5. If applicable, Business Tax Receipt #: \_\_\_\_\_

6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.

7. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**VENDOR PLEASE DO NOT COMPLETE BELOW**

**To be completed by an authorized representative from City of Vero Beach:**

Meets definition of Local Business \_\_\_ YES \_\_\_ NO \_\_\_ N/A

If NO, provide reason:

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

*(Authorized Signature)*

**To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.**

## CITY OF VERO BEACH

### EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with 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 amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCRUTINIZED COMPANY LIST CERTIFICATION

STATE OF FLORIDA REQUIREMENT: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services for any amount, that have been placed on: the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel; the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities SCRUTINIZED in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified below is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

## **E-Verify**

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**FIRM CERTIFICATION**

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for a favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

## QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

---

2. What is the last project of this nature that you have completed?

---

3. Have you ever failed to complete Work awarded to you; if so, where and why?

---

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

\_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

---

6. Will you sublet any part of this Work? If so, give details:

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7. What equipment do you own that is available for the Work?

---

---

8. What equipment will you purchase for the proposed Work?

---

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9. What equipment will you rent for the proposed Work?

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---

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985?        YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

\_\_\_\_\_

(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

\_\_\_\_\_

b. The address and phone number of principal place of business is

\_\_\_\_\_

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Bidder)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called Principal)

and \_\_\_\_\_ (hereinafter called the Surety), with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Florida, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Bid for:  
\_\_\_\_\_  
\_\_\_\_\_ and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

**FORM OF AGREEMENT  
BID NO. XXX-XX/XX  
PROJECT TITLE**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between

NAME OF CONTRACTOR: \_\_\_\_\_

ADDRESS OF CONTRACTOR: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

**Article 1. SCOPE OF WORK** - The Contractor shall perform all the Work as described in the Documents entitled “**BID NO. XXX-XX/XX PROJECT TITLE**” for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

**Article 2. COMMENCEMENT AND COMPLETION** - The Contractor shall commence Work under this Contract within \_\_\_\_\_ ( ) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work within \_\_\_\_\_, unless the City grants Contractor an extension of time, as described herein. **Notwithstanding the foregoing or any other provision in the Contract or any Notice to Proceed to the contrary, under no circumstances shall the Contractor commence any of the Work before: (1) the Payment and Performance Bond or alternative payment and performance security acceptable to the City, as required by the Contract and section 255.05, Florida Statutes, has been recorded in the public records of Indian River County, Florida and a certified copy and the original of such recorded bond or alternative security has been provided to and accepted by the City; and (2) the insurance endorsements and certificates required by the Contract have been provided to and accepted by the City.**

**Article 3. THE CONTRACT SUM** - The City shall pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount \_\_\_\_\_

Numerical Amount \$ \_\_\_\_\_

**Article 4. PROGRESS PAYMENTS** - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such progress payments on or about the 10<sup>th</sup> of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment.

Ten (10%) percent of the amount due and payable to the Contractor will be retained from each progress payment, to ensure that the Contractor completes all Work under this Contract and complies with all obligations hereunder.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment. If the Contract is in a sum less than \$25,000, a single final payment will be made upon the City's acceptance of all Work.

**Article 5. FINAL PAYMENT** - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

**Article 6. INDEMNIFICATION AND INSURANCE** - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and to the extent required in said Articles, require any and all Subcontractors to do the same.

**Article 7. GUARANTEES** - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

**Article 8. LIQUIDATED DAMAGES** - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Two Hundred and no/100 (\$200.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

**Article 9. CONTRACTOR'S REPRESENTATIONS** - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.

- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

**Article 10. CONTRACT UNIT PRICES** - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

**TITLE: BID NO. XXX-XX/XX PROJECT TITLE**

WITNESSED BY:

(NAME OF CONTRACTOR/COMPANY)

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

Title: \_\_\_\_\_

**TITLE: BID NO. XXX-XX/XX PROJECT TITLE**

ATTEST:

CITY OF VERO BEACH:

Sign: \_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By: \_\_\_\_\_  
Robert Brackett  
Mayor

**ADMINISTRATIVE REVIEW**

(For Internal Use Only – Sec. 2-77 COVB Code)

Approved as to technical requirements:

Approved as conforming to municipal policy:

\_\_\_\_\_  
Department Head, Title                      Date

\_\_\_\_\_  
Monte K. Falls, P.E., City Manager                      Date

Approved as to form and legal sufficiency:

Approved as to financial requirements:

\_\_\_\_\_  
John S. Turner, City Attorney                      Date

\_\_\_\_\_  
Cynthia D. Lawson, Director of Finance                      Date

**CITY OF VERO BEACH  
BID SCHEDULE**

**BID NO. XXX-XX/XX**

Furnish all equipment, labor, supervision, materials, transportation and services to complete the project per the specifications provided.

---

Written Amount

---

Numeric Amount

*TIME OF COMPLETION*

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days \_\_\_\_\_. The Time of Completion, however, shall not exceed \_\_\_\_\_ calendar days.

Firm Name \_\_\_\_\_

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

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Terms: \_\_\_\_\_

Name, Typed or Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **INSURANCE REQUIRED**

Construction Contracts  
Revised 09/13/2018

### **A. In General**

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance coverage of the types listed below with limits of no less than those specified.

The contractor shall require each of its subcontractors to procure and maintain, before starting and until completion of the subcontractor's work, insurance coverage of the types listed below with coverage limits of no less than those specified. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The contractor shall promptly obtain and provide to the City, upon the City's request, evidence of any subcontractor's insurance, which evidence shall be in the form of a certificate of insurance as required herein for the contractor.

### **B. Coverage**

The types and amounts of insurance coverage shall meet or exceed to the following minimum requirements:

#### **1. Workers' Compensation**

\$1,000,000 each accident  
\$1,000,000 bodily injury by disease each employee  
\$1,000,000 bodily injury by disease policy limit

If any operations are to be undertaken on or about navigable waters, coverage shall be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

#### **2. Commercial General Liability**

\$1,000,000 Per occurrence  
\$1,000,000 Personal/advertising injury  
\$2,000,000 Products/completed operations aggregate  
\$2,000,000 General aggregate  
\$100,000 Damage to Rented Premises (each occurrence)  
\$5,000 Medical expense any 1 person

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office (ISO).

#### **3. Business Auto Policy**

\$1,000,000 /combined single limit (CSL)

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office (ISO).

#### **4. Umbrella**

\$1,000,000 per occurrence.

### **C. Policy Endorsements**

**The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s),** containing language no less restrictive than ISO Form CG 20 10 11 85 (or if any update to CG 20 10 11 85, then CG 20 37 04 13 would also be required) and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

### **D. Certificates of Insurance**

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

### **E. Contractor Insurance Primary; City Insurance Non-Contributing**

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

### **F. Insurance Approval**

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

### **G. Failure to Maintain Insurance**

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.

Bond No. \_\_\_\_\_

Contract No. \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_ (hereinafter "Contractor"), of

\_\_\_\_\_ (contractor legal name)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(address) (city, state, zip) (telephone number)

as principal, and \_\_\_\_\_ (hereinafter "Surety"), of

\_\_\_\_\_ (surety legal name)

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20<sup>th</sup> Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772-\_\_\_\_\_, as obligee,  
(telephone number)

in the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_),  
(100% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, entered into a

contract with City for \_\_\_\_\_  
(general description of the improvement or work)

\_\_\_\_\_  
\_\_\_\_\_

located and identified as \_\_\_\_\_  
(legal description or street address of property being improved)

\_\_\_\_\_

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

- (1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and

- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, whichever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable

attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount

of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses as to Contractor:  
ATTEST:

**CONTRACTOR (Principal):**

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

\_\_\_\_\_  
Full Legal Name of Contractor (SEAL)

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

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

As its: \_\_\_\_\_  
Title

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ for  
(Name) (Title)  
\_\_\_\_\_  
(Full Legal Name of Contractor)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

Witnesses as to Surety:

**SURETY:**

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

\_\_\_\_\_  
Full Legal Name of Surety (SEAL)

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its Attorney-in-Fact

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_ for  
(Name) (Title)  
\_\_\_\_\_  
(Full Legal Name of Surety)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Witnesses as to Agent:

**COUNTERSIGNATURE: (Agent)**

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

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

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

As: \_\_\_\_\_  
Title

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ for  
(Name) (Title)  
\_\_\_\_\_  
(Full Legal Name of Surety)

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## INSTRUCTIONS FOR PAYMENT AND/OR PERFORMANCE BONDS

- (1) Bond must be a Payment and/or Performance Bond depending on the circumstances, and on the form provided by the City. No other format will be accepted without city attorney approval.
- (2) The form of bond shall be used for each agreement/contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained from the city attorney.
- (3) **The Bond must not be dated earlier than date of the agreement/contract for which the Bond is given.**
- (4) The same date used for the agreement/contract must be inserted on the appropriate line on the bond form where it references the agreement/contract for the project being bonded.
- (5) The same full legal name of the contractor/vendor contracting with the City and inserted on the agreement/contract must be used and inserted on the bond form as the principal (i.e. names must match).
- (6) If the principal (contractor/licensee/etc.) is a corporation, insert the full legal name and address of the corporation. Verify with the Florida Division of Corporations that the entity is active and authorized to do business in Florida. Execution by the president or vice-president is required with attestation by the corporate secretary. If there is no corporate secretary two (2) witnesses are required. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of and to bind the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no adopted seal, a scroll or adhesive seal shall appear following the corporate name and the word "SEAL" included.
- (7) If the principal is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite or above the "SEAL."
- (8) If the principals are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify with the Florida Division of Corporations that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign; the managing and general partner(s) of a limited partnership shall sign.
- (9) If the principal is a limited liability company, insert the full legal name and address of the company. Verify with the Florida Division of Corporations that the company is active and authorized to do business in Florida. At least one (1) managing member of a member managed company or manager of a manager managed company shall sign.

- (10) For all other forms of organization consult with the city attorney to ascertain the appropriate form of bond and requirements for proper execution.
- (11) The above rules for execution also apply to the Surety executing the bond.
- (12) The Surety must also meet the following requirements pursuant to F.S. 287.0935 (and execute under seal if a corporation):
  - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); **and**
  - (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; **and**
  - (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code; **and**
  - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; **and**
  - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (13) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed bond. (Under seal if a corporation).
- (14) If the bond is executed by an out-of-state agent not holding a license from the state of Florida, the executed counterpart of the bond must be countersigned by a Florida licensed agent.
- (15) **RECORDING AND CERTIFIED COPY REQUIRED.** Pursuant to F.S. Chap. 255, the contractor must record the Bond with the County Clerk in the Public Records of Indian River County, after which the contractor must obtain a certified copy of the recorded Bond from the County Clerk and provide such certified copy to the City before any work may commence or any payment on the contract may be made by the City.

**AFFIDAVIT**

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

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

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the \_\_\_\_\_, and \_\_\_\_\_ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$ \_\_\_\_\_ of which there remains due owing and unpaid the sum of \$ \_\_\_\_\_ to the undersigned.

Corporate Seal

\_\_\_\_\_  
Sub-Contractor

WITNESS:

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

\_\_\_\_\_ Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ at Large  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF VERO BEACH  
DEPARTMENT**

**RELEASE AND WAIVER OF CLAIM ON PROGRESS PAYMENT**

The undersigned Claimant, in consideration of the sum of \$ \_\_\_\_\_, hereby releases and waives its claim and right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished through [date] \_\_\_\_\_ to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

This Release and Waiver does not cover any retention or any labor, services, or materials furnished after the date specified. If this Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such Release and Waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

**CLAIMANT:**

Company Name: \_\_\_\_\_

By (signature): \_\_\_\_\_ [SEAL]

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Seal: Notary Public, State of \_\_\_\_\_ at Large  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF VERO BEACH  
DEPARTMENT**

**RELEASE AND WAIVER OF ALL CLAIMS ON FINAL PAYMENT**

The undersigned Claimant, in consideration of the final payment in the amount of \$ \_\_\_\_\_, hereby releases and waives all claims and all right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

If the foregoing Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

**CLAIMANT:**

Company Name: \_\_\_\_\_

By (signature): \_\_\_\_\_ [SEAL]

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

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Seal:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_ at Large  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT 7**

**MAP OF MARKET AREA**



**ATTACHMENT 8**

**FLORIDA UNIFIED CERTIFICATION PROGRAM (UCP) DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) DIRECTORY**

## **ATTACHMENT 8**

**Florida Unified Certification Program (UCP) Disadvantaged Business Enterprise (DBE) Directory:**

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/Home.aspx>

**ATTACHMENT 9**

**DBE MONITORING AND ENFORCEMENT MECHANISMS**

## **ATTACHMENT 9**

### **DBE Monitoring and Enforcement Mechanisms:**

The City of Vero Beach and the Airport has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract
2. Breach of contract action, pursuant to Florida Statutes 287.094; Minority Business Enterprise programs; penalty for discrimination and false representation

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

**ATTACHMENT 10**

**SMALL BUSINESS ELEMENT**

## **ATTACHMENT 10**

### **Small Business Element:**

#### **1. Objective/Strategies**

Recognizing that the DBE Program goals should be met via a mixture of race conscious and race neutral methods; and, that by definition, DBE firms are small businesses. The City of Vero Beach and the Airport seeks to implement an SBE element into its current DBE policy in accordance with applicable law.

The City of Vero Beach and the Airport is including this element to facilitate competition by and expand opportunities for SBEs. The City of Vero Beach and the Airport is committed to taking all reasonable steps to eliminate obstacles to SBEs that may preclude their participation in procurements as prime contractors or subcontractors. The City of Vero Beach and the Airport will meet its objectives using a combination of the following methods and strategies:

1. **Set asides:** Where feasible, the City of Vero Beach and the Airport will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the City, and its prime contractors / consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The DBELO and/or Airport Staff will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This determination will be made based on the estimated availability of small businesses able to provide the requisite scopes of work regardless of DBE status. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the DBELO and/or Airport Staff will document why a small business set-aside is inappropriate and the factors which were considered in making that determination, including project scope and estimated availability of firms.
2. **Unbundling:** The City of Vero Beach and Airport, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The City of Vero Beach and Airport will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the City of Vero Beach and Airport will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.
3. The City of Vero Beach and Airport will assist prime contractors or prime consultants to identify portions of work to be unbundled and done by small businesses. The City of Vero Beach and Airport will document the factors used to determine whether or not an FAA-assisted contract will be unbundled or bid separately.

#### **2. Definition**

1. **Small Business:** Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the SBA regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit,

and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding year, or on sales volume averaged over a three-years period. DBE firms should be identified in the Small Business element of the recipient's DBE program as eligible for the program unless there is a DBE micro-Small Business Program element in place.

2. **Disadvantaged Business Enterprise**: A for-profit small business (as defined by the SBA — That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; whose socially and economically disadvantaged owners do not exceed the \$1.32 million personal net worth (PNW) cap described in 49 CFR Part 26; whose average annual gross receipts, as defined by SBA regulations, over the firm's previous three fiscal years is less than \$22.41 million; whose management and daily business operations are controlled by one or more of the disadvantaged individuals who own it; and has been certified as a DBE by the Florida Department of Transportation (FDOT) per 49 CFR 26.

### **3. Verification**

For the purposes of the SBE element of the DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

### **4. Monitoring/Record Keeping**

In each FAA-funded contract, the DBELO and/or Airport Staff will document the method in which the small business element will be implemented (i.e. set-aside, unbundling and/or outreach) and the process by which those methods were considered.

### **5. Assurance**

1. The program is authorized under state law;
2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

**ATTACHMENT 11**

**OVERALL DBE THREE-YEAR GOAL METHODOLOGY**

## ATTACHMENT 11

### Overall DBE Three-Year Goal Methodology:

**Name of Recipient:** City of Vero Beach / Vero Beach Regional Airport

**Goal Period:** *(Indicate appropriate goal period, reference schedule, e.g. FY-2021-2022-2023 – October 1, 2021 through September 30, 2023)*

|  |                               |
|--|-------------------------------|
| <b>DOT-assisted contract amount:</b> FY-2021 | \$ <u>5,895,000.00</u>        |
| FY-2022                                      | \$ <u>3,150,000.00</u>        |
| FY-2023                                      | \$ <u>3,330,000.00</u>        |
| <b>Total</b>                                 | <b>\$<u>12,375,000.00</u></b> |

**Overall Three-Year Goal:**   1  %, to be accomplished through   1  % RC and   1  % RN

*(Note: the goal may be reflected as (1) an average of the three years; (2) three-year Median; or (3) weighted percentage)*

**Total dollar amount to be expended on DBEs:** \$123,750.00

### Describe the Number and Type of Contracts that the airport anticipates awarding:

*[List all contracts for which you anticipate receiving funding; only include the DOT-funded portion of the contract.]*

#### Contracts Fiscal Year #1

1. Airport Master Plan Update - \$585,000.00
2. Rehabilitate Runway 12R/30L (Construction) - \$5,310,000.00

#### Contracts Fiscal Year #2

1. Rehabilitate Taxiway B (Design & EA) - \$3,150,000.00

#### Contracts Fiscal Year #3

1. Rehabilitate Taxiway B Extension - \$3,330,000.00

**Market Area:** The Market Area for the Vero Beach Regional Airport are the following counties and also shown in map form in, **Attachment 7**. Counties identify in the market area are Indian River, St. Lucie, Martin, Palm Beach, Okeechobee, Polk, Osceola, Brevard, Orange and Seminole.

### Step 1. Actual relative availability of DBEs

The base figure for the relative availability was calculated as follows:

Method: Use DBE Directories

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/Home.aspx>  
and Census Bureau Data from <https://data.census.gov/cedsci/>

**Unweighted Availability of DBE Firms:**

Fiscal Year: 2021  
 Project Name: Airport Master Plan Update  
 Estimated Project Cost: \$ 650,000.00  
 FAA \$ 585,000.00  
 FDOT \$ 32,500.00  
 Local \$ 32,500.00

| NAICS Codes  | Description                       | Total DBE's | Total All Firms |
|--------------|-----------------------------------|-------------|-----------------|
| 541330       | Engineering Services              | 13          | 4645            |
| 541340       | Drafting/CADD Services            | 8           | 332             |
| 541370       | Mapping & Survey                  | 2           | 684             |
| 541620       | Environmental Consulting Services | 6           | 654             |
| 541820       | Public Relation Services          | 7           | 566             |
| 541922       | Aerial Photography                | 1           | 372             |
| <b>Total</b> |                                   | <b>37</b>   | <b>7253</b>     |

Fiscal Year: 2021  
 Project Name: Rehabilitate Runway 12R/30L (Construction)  
 Estimated Project Cost: \$ 7,300,000.00  
 FAA \$ 5,310,000.00  
 FDOT \$ 1,415,000.00  
 Local \$ 575,000.00

| NAICS Codes  | Description                                | Total DBE's | Total All Firms |
|--------------|--|-------------|-----------------|
| 541330       | Engineering Services                       | 13          | 4645            |
| 541340       | Drafting/CADD Services                     | 8           | 332             |
| 541370       | Mapping & Survey                           | 2           | 684             |
| 541620       | Environmental Consulting Services          | 6           | 654             |
| 238910       | Site Preparation                           | 16          | 1520            |
| 237310       | Highway, Road and Bridge Construction      | 12          | 468             |
| 237110       | Drainage                                   | 2           | 681             |
| 238210       | Electrical Contractors & Navigation Lights | 1           | 5436            |
| 484220       | Hauling                                    | 1           | 977             |
| 561730       | Landscaping/Grassing                       | 13          | 9452            |
| <b>Total</b> |  | <b>74</b>   | <b>24849</b>    |

Fiscal Year: 2022  
 Project Name: Rehabilitate Taxiway B (Design & EA)  
 Estimated Project Cost:  
 Cost: \$ 3,500,000.00  
 FAA \$ 3,150,000.00  
 FDOT \$ 175,000.00  
 Local \$ 175,000.00

| NAICS Codes  | Description                       | Total DBE's | Total All Firms |
|--------------|-----------------------------------|-------------|-----------------|
| 541330       | Engineering Services              | 13          | 4645            |
| 541340       | Drafting/CADD Services            | 8           | 332             |
| 541370       | Mapping & Survey                  | 2           | 684             |
| 541620       | Environmental Consulting Services | 6           | 654             |
| <b>Total</b> |                                   | <b>29</b>   | <b>6315</b>     |

Fiscal Year: 2023  
 Project Name: Construct Taxiway B Extension  
 Estimated Project Cost:  
 Cost: \$ 3,700,000.00  
 FAA \$ 3,330,000.00  
 FDOT \$ 185,000.00  
 Local \$ 185,000.00

| NAICS Codes  | Description                                | Total DBE's | Total All Firms |
|--------------|--|-------------|-----------------|
| 541330       | Engineering Services                       | 13          | 4645            |
| 541340       | Drafting/CADD Services                     | 8           | 332             |
| 541370       | Mapping & Survey                           | 2           | 684             |
| 541620       | Environmental Consulting Services          | 6           | 654             |
| 238910       | Site Preparation                           | 16          | 1520            |
| 237310       | Highway, Road and Bridge Construction      | 12          | 468             |
| 237110       | Drainage                                   | 2           | 681             |
| 238210       | Electrical Contractors & Navigation Lights | 1           | 5436            |
| 484220       | Hauling                                    | 1           | 977             |
| 561730       | Landscaping/Grassing                       | 13          | 9452            |
| <b>Total</b> |  | <b>74</b>   | <b>24849</b>    |

The data source or demonstrable evidence used to derive the numerator was: Total DBE's.

The data source or demonstrable evidence used to derive the denominator was: Total All Firms.

Dividing the total number of DBEs by the total number of All Firms gives a base DBE availability figure for each contract. The availability figures for all contracts were then combined and averaged to provide the basis for the three-year overall goal.

The base goal projections are as follows:

- Fiscal Year #1 – 1% (Actual Goal 0.81%)
- Fiscal Year #2 – 1% (Actual Goal 0.46%)
- Fiscal Year #3 – 1% (Actual Goal 0.30%)

Average of weighted availability:  $(1\% + 1\% + 1\%)/3 = 1\%$

Base of DBE Goal: 1% (Actual Goal 0.52%)

The City of Vero Beach and Airport committees to achieving at least 1% on all projects listed above, despite that the actual fiscal year goals are less than 1%. The City and Airport will always encourage contractors to exceed the listed goal. However, the City and Airport realizes contractors are limited by the number of actual DBE firms in the Market Area. By expanding the Market Area further than already identified the City of Vero Beach and Airport are concerned the goals would be unarchivable as has been seen in past years.

## **Step 2: Adjustments to Step 1 base figure**

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what, if any, adjustment to the base figure was needed in order to arrive at the overall goal.

*Upon collaboration with the Vero Beach Regional Airport personnel and upon review of historical actual DBE participation for projects at the airport, **we have concluded that 4.6% is a more realistic goal.** Therefore, it is recommended to adopt this goal.*

## **Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.**

City of Vero Beach and the Airport will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

City of Vero Beach and the Airport estimates that in meeting the established overall goal of [4.6%], it will obtain 4.6 % from RN participation and 4.6 % through RC measures.

- a) The Recipient does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, the entire goal of **4.6%** is to be obtained through race-conscious participation.

City of Vero Beach and the Airport will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation [see §26.51(f)] and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal, and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

## **PUBLIC PARTICIPATION**

### **Consultation:**

In establishing the overall goal, the City of Vero Beach and the Airport provided for consultation and publication. This process included consultation with minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Vero Beach and the Airport efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation are as follows.

The consultation engaged in was face-to-face meeting which was held at the Vero Beach Regional Airport on May 12, 2021 at 11 AM local time.

The following comments were received during the course of the consultation:

- *No comments were received at the meeting or during the 30-day review period.*

A notice of the proposed goal was published on the City of Vero Beach and the Airport official before the methodology was submitted to the FAA.

# Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

CITY OF VERO BEACH L  
P O BOX 1389  
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| 1309478        | 0004720326 | \$64.35           | \$0.00            | \$64.35             | Invoice               | \$0.00                | \$64.35           |

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\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 05/03/2021

**PUBLIC NOTICE  
DISADVANTAGED BUSINESS  
ENTERPRISE (DBE) GOAL  
FOR FISCAL YEARS 2021-2023**

The Vero Beach Regional Airport (KVRB) in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, hereby announces its Fiscal Years 2021, 2022 and 2023 goal of 4.6% for DBE participation on contracts assisted by the Federal Aviation Administration (FAA).

The proposed goal and its rationale are available for public review for the next 30 days during normal business hours from 8:30AM to 4:30PM, Monday through Friday, at the Vero Beach Regional Airport, Administrative Offices, 3400 Cherokee Drive, Vero Beach, FL 32960.

A public meeting is schedule to be held on May 12, 2021 at 11:00 am in the Airport Terminal Building, Suite 201, 3400 Cherokee Drive, Vero Beach, FL 32960.

Interested parties are encouraged to submit comments to: Todd Scher, DBE Liaison Officer, KVRB, 3400 Cherokee Drive, Vero Beach, FL 32960.

PUB: May 6, 2021  
TCN4720326

**ATTACHMENT 12**

**UNIFORM DBE CERTIFICATION APPLICATION FORM**

## **Florida's Unified DBE Certification Program (UCP) Certifying Members**

### **Broward County\***

Office of Economic and Small Business Development  
115 South Andrews Ave., Room A680  
Fort Lauderdale, FL 33301  
(954) 357-6135  
Cheryl Roberts  
[Chroberts@broward.org](mailto:Chroberts@broward.org)

### **Jacksonville Transportation Authority (JTA)\***

Jacksonville Transportation Authority  
100 LaVilla Center Drive  
Jacksonville, FL 32204  
(904) 598-8728  
Ken Middleton  
[kmiddleton@jtafla.com](mailto:kmiddleton@jtafla.com)

### **City of Tallahassee\***

315 S. Calhoun Street, Suite 450  
Tallahassee, Florida 32301  
(850) 300-7566  
LaTanya Raffington  
[Lraffington@oevforbusiness.org](mailto:Lraffington@oevforbusiness.org)

### **Lee County Port Authority – RSW\***

11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913  
(239) 590-4625  
Julio Rodriguez  
[jarodriguez@flylcpa.com](mailto:jarodriguez@flylcpa.com)

### **Florida Department of Transportation (FDOT)**

Equal Opportunity Office  
605 Suwannee St. MS 65  
Tallahassee, Florida 32399-0450  
(850) 414-4747  
Victoria Smith  
[Victoria.smith@dot.state.fl.us](mailto:Victoria.smith@dot.state.fl.us)  
<http://www.fdot.gov/equalopportunity/>

### **Miami-Dade County\***

Business Support Services, SBD Division  
111 NW 1<sup>st</sup> Street, #19 Floor  
Miami, Florida 33128  
305-375-3146  
Claudious Thompson  
[claud@miamidade.gov](mailto:claud@miamidade.gov)

### **Greater Orlando Aviation Authority (GOAA)\***

Office of Small Business Development  
5850 B Cargo Road  
Orlando, Florida 32827  
(407) 825-7130  
George Morning  
[george.morning@goaa.org](mailto:george.morning@goaa.org)  
<https://www.orlandoairports.net/airport-business/#business-opportunity-8>

### **Volusia County\***

Volusia Transit Authority  
950 Big Tree Road  
S. Daytona, Florida 32119  
(386) 756-7496, (Ext 4124)  
Julio Holness  
[jubet@bellsouth.net](mailto:jubet@bellsouth.net)

### **Hillsborough County Aviation Authority (HCAA)\***

Tampa International Airport  
P.O. Box 22287  
Tampa, FL 33622  
-  
4100 George J. Bean Parkway  
Tampa, FL 33607  
(813) 870-8738  
Cheryl Hawkins  
[chawkins@tampaairport.com](mailto:chawkins@tampaairport.com)

***\*Denotes an Airport Concessionaire (ACDBE) Certifying Member***



OMB APPROVAL NO:  
2105-0510  
Expiration Date: 10/31/2021

**UNIFORM CERTIFICATION APPLICATION**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) /**  
**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)**  
**49 C.F.R. Parts 23 and 26**

***Roadmap for Applicants***

**1. Should I apply?**

You may be eligible to participate in the DBE/ACDBE program if:

- The firm is a for-profit business that performs or seeks to perform transportation related work (or a concession activity) for a recipient of Federal Transit Administration, Federal Highway Administration, or Federal Aviation Administration funds.
- The firm is at least 51% owned by a socially and economically disadvantaged individual(s) who also controls it.
- The firm's disadvantaged owners are U.S. citizens or lawfully admitted permanent residents of the U.S.
- The firm meets the Small Business Administration's size standard and does not exceed \$23.98 million in gross annual receipts for DBE (\$56.42 million for ACDBEs). (Other size standards apply for ACDBE that are banks/financial institutions, car rental companies, pay telephone firms, and automobile dealers.)

**2. How do I apply?**

First time applicants for DBE certification must complete and submit this certification application and related material to the certifying agency in your home state and participate in an on-site interview conducted by that agency. The attached document checklist can help you locate the items you need to submit to the agency with your completed application. If you fail to submit the required documents, your application may be delayed and/or denied. Firms already certified as a DBE do not have to complete this form, but may be asked by certifying agencies outside of your home state to provide a copy of your initial application form, supporting documents, and any other information you submitted to your home state to obtain certification or to any other state related to your certification.

**3. Where can I send my application? [INSERT UCP PARTICIPATING MEMBER CONTACT INFORMATION]**

**4. Who will contact me about my application and what are the eligibility standards?** A transportation agency in your state that performs certification functions will contact you. The agency is a member of a statewide Unified Certification Program (UCP), which is required by the U.S. Department of Transportation. The UCP is a one-stop certification program that eliminates the need for your firm to obtain certification from multiple certifying agencies within your state. The UCP is responsible for certifying firms and maintaining a database of certified DBEs and ACDBEs, pursuant to the eligibility standards found in 49 C.F.R. Parts 23 and 26.

**5. Where can I find more information?**

U.S. DOT—<https://www.transportation.gov/civil-rights> (This site provides useful links to the rules and regulations governing the DBE/ACDBE program, questions and answers, and other pertinent information)

SBA—Small Business Size Standards matched to the North American Industry Classification System (NAICS):  
<http://www.census.gov/eos/www/naics/> and <http://www.sba.gov/content/table-small-business-size-standards>.

In collecting the information requested by this form, the Department of Transportation (Department) complies with the provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Privacy Act provides comprehensive protections for your personal information. This includes how information is collected, used, disclosed, stored, and discarded. Your information will not be disclosed to third parties without your consent. The information collected will be used solely to determine your firm's eligibility to participate in the Department's Disadvantaged Business Enterprise Program as defined in 49 C.F.R. §26.5 and the Airport Concession Disadvantaged Business Enterprise Program as defined in 49 C.F.R. §23.3. You may review DOT's complete Privacy Act Statement in the Federal Register published on April 11, 2000 (65 FR 19477).

Under 49 C.F.R. §26.107, dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 2 C.F.R. Parts 180 and 1200, No procurement Suspension and Department, take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.



**INSTRUCTIONS FOR COMPLETING THE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
UNIFORM CERTIFICATION APPLICATION**

**NOTE:** All participating firms must be for-profit enterprises. If your firm is not for profit, then you do NOT qualify for the DBE/ACDBE program and should not complete this application. If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

**Section 1: CERTIFICATION INFORMATION**

**A. Basic Contact Information**

- (1) Enter the contact name and title of the person completing this application and the person who will serve as your firm's contact for this application.
- (2) Enter the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
- (3) Enter the primary phone number of your firm.
- (4) Enter a secondary phone number, if any.
- (5) Enter your firm's fax number, if any.
- (6) Enter the contact person's email address.
- (7) Enter your firm's website addresses, if any.
- (8) Enter the street address of the firm where its offices are physically located (not a P.O. Box).
- (9) Enter the mailing address of your firm, if it is different from your firm's street address.

**B. Prior/Other Certifications and Applications**

- (10) Check the appropriate box indicating whether your firm is currently certified in the DBE/ACDBE programs, and provide the name of the certifying agency that certified your firm. List the dates of any site visits conducted by your home state and any other states or UCP members. Also provide the names of state/UCP members that conducted the review.
- (11) Indicate whether your firm or any firms owned by the persons listed has ever been denied certification as a DBE/ACDBE, 8(a), or Small Disadvantaged Business (SDB) firm, or state and local MBE/WBE firm. Indicate if the firm has ever been decertified from one of these programs. Indicate if the application was withdrawn or whether the firm was debarred, suspended, or otherwise had its bidding privileges denied or restricted by any state or local agency, or Federal entity. If your answer is yes, identify the name of the agency, and explain fully the nature of the action in the space provided. Indicate if you have ever appealed this decision to the Department and if so, attach a copy of USDOT's final agency decision(s).

**Section 2: GENERAL INFORMATION**

**A. Business profile:**

- (1) Give a concise description of the firm's primary activities, the product(s) or services the company provides, or type of construction. If your company offers more than one product/service, list primary product or service first (attach additional sheets if necessary). This description may be used in our UCP online directory if you are certified as a DBE.

- (2) If you know the appropriate NAICS Code for the line(s) of work you identified in your business profile, enter the codes in the space provided.
- (3) State the date on which your firm was established as stated in your firm's Articles of Incorporation or charter.
- (4) State the date each person became a firm owner.
- (5) Check the appropriate box describing the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
- (6) Check the appropriate box that indicates whether your firm is "for profit." **If you checked "No," then you do NOT qualify for the DBE/ACDBE program** and should not complete this application. All participating firms must be for-profit enterprises. Provide the Federal Tax ID number as stated on your firm's Federal tax return.
- (7) Check the appropriate box that describes the type of legal business structure of your firm, as indicated in your firm's Articles of Incorporation or similar document. If you checked "Other," briefly explain in the space provided.
- (8) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time, part-time, and seasonal basis. Attach a list of employees, their job titles, and dates of employment, to your application.
- (9) Specify the firm's gross receipts for each of the past three years, as stated in your firm's filed Federal tax returns. You must submit complete copies of the firm's Federal tax returns for each year. If there are any affiliates or subsidiaries of the applicant firm or owners, you must provide these firms' gross receipts and submit complete copies of these firm(s) Federal tax returns. Affiliation is defined in 49 C.F.R. §26.5 and 13 C.F.R. Part 121.

**B. Relationships and Dealings with Other Businesses**

- (1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, financing, or any office staff and/or employees with any other business, organization or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and fully explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral



agreement. Provide an explanation of any items shared with other firms in the space provided.

- (2) Check the appropriate box indicating whether any other firm currently has or had an ownership interest in your firm at present or at any time in the past. If you checked yes, please explain.
- (3) Check the appropriate box that indicates whether at present or at any time in the past your firm:
  - (a) ever existed under different ownership, a different type of ownership, or a different name;
  - (b) existed as a subsidiary of any other firm;
  - (c) existed as a partnership in which one or more of the partners are/were other firms;
  - (d) owned any percentage of any other firm; and
  - (e) had any subsidiaries of its own.
  - (f) served as a subcontractor with another firm constituting more than 25% of your firm's receipts.

If you answered "Yes" to any of the questions in (3)(a-f), you may be asked to explain the arrangement in detail.

### Section 3: MAJORITY OWNER INFORMATION

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each owner):

#### A. Identify the majority owner of the firm holding 51% or more ownership interest

- (1) Enter the full name of the owner.
- (2) Enter his/her title or position within your firm.
- (3) Give his/her home phone number.
- (4) Enter his/her home (street) address.
- (5) Indicate this owner's gender.
- (6) Identify the owner's ethnic group membership. If you checked "Other," specify this owner's ethnic group/identity not otherwise listed.
- (7) Check the appropriate box to indicate whether this owner is a U.S. citizen or a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner.
- (8) Enter the number of years during which this owner has been an owner of your firm.
- (9) Indicate the percentage of the total ownership this person holds and the date acquired, including (if appropriate), the class of stock owned.
- (10) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment. Describe how you acquired your business and attach documentation substantiating this investment.

#### B. Additional Owner Information

- (1) Describe the familial relationship of this owner to each other owner of your firm and employees.
- (2) Indicate whether this owner performs a management or supervisory function for any other business. If you checked "Yes," state the name of the other business and this owner's function/title held in that business.

- (3) (a) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked "Yes," identify the name of the other business, the nature of the business relationship, and the owner's function at the firm.
  - (b) If the owner works for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week, please identify this activity.
- (4) (a) Provide the personal net worth of the owner applying for certification in the space provided. Complete and attach the accompanying "Personal Net Worth Statement for DBE/ACDBE Program Eligibility" with your application. Note, complete this section and accompanying statement only for each owner applying for DBE qualification (i.e., for each owner claiming to be socially and economically disadvantaged).
- (b) Check the appropriate box that indicates whether any trust has been created for the benefit of the disadvantaged owner(s). If you answered "Yes," you may be asked to provide a copy of the trust instrument.
- (5) Check the appropriate to indicate whether any of your immediate family members, managers, or employees, own, manage, or are associated with another company. Immediate family member is defined in 49 C.F.R. §26.5. If you answered "Yes," provide the name of each person, your relationship to them, the name of the company, the type of business, and whether they own or manage the company.

### Section 4: CONTROL

#### A. Identify the firm's Officers and Board of Directors

- (1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer.
- (2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.
- (3) Check the appropriate box to indicate whether any of your firm's officers and/or directors listed above performs a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. (e.g., ownership interest, shared office space, financial investments, equipment leases, personnel sharing, etc.) If you answered "Yes," identify the name of the firm, the individual's name, and the nature of his/her business relationship with that other firm.

#### B. Duties of Owners, Officers, Directors, Managers and Key Personnel

- (1), (2) Specify the roles of the majority and minority owners, directors, officers, and managers, and key personnel who are responsible for the functions listed for the firm. Submit résumés for each owner and non-owner identified below. State the name of the individual, title, race



and gender and percentage ownership if any. Circle the frequency of each person's involvement as follows: "always, frequently, seldom, or never" in each area.

Indicate whether any of the persons listed in this section perform a management or supervisory function for any other business. Identify the person, business, and their title/function. Identify if any of the persons listed above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investment, equipment, leases, personnel sharing, etc.) If you answered "Yes," describe the nature of his/her business relationship with that other firm.

**C. Inventory:** Indicate firm inventory in these categories:

**(1) Equipment and Vehicles**

State the make and model, and current dollar value of each piece of equipment and motor vehicle held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm or owner, whether it is used as collateral, and where this item is stored.

**(2) Office Space**

State the street address of each office space held and/or used by your firm. Indicate whether your firm or owner owns or leases the office space and the current dollar value of that property or its lease.

**(3) Storage Space**

State the street address of each storage space held and/or used by your firm. Indicate whether your firm or owner owns or leases the storage space and the current dollar value of that property or its lease. Provide a signed lease agreement for each property.

**D. Does your firm rely on any other firm for management functions or employee payroll?**

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," you may be asked to explain the nature of that reliance and the extent to which the other firm carries out such functions.

**E. Financial / Banking Information**

State the name, City and State of your firm's bank. Identify the persons able to sign checks on this account. Provide bank authorization and signature cards.

Bonding Information. State your firm's bonding limits both aggregate and project limits.

**F. Sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms guaranteeing the loan.**

State the name and address of each source, the name of person securing the loan, original dollar amount and the current balance of each loan, and the purpose for which each

loan was made to your firm. Provide copies of signed loan agreements and security agreements

**G. Contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years:**

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

**H. Current licenses/permits held by any owner or employee of your firm.**

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and issuing State of the license or permit. Attach copies of licenses, license renewal forms, permits, and haul authority forms.

**I. Largest contracts completed by your firm in the past three years, if any.**

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

**J. Largest active jobs on which your firm is currently working.**

For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

**Section 5: AIRPORT CONCESSION (ACDBE) APPLICANTS**

Complete the entries in this section if you are applying for ACDBE certification. Indicate in Section A if you operate a concession at the airport, and/or supply a good or service to an airport concessionaire. Indicate in Section B whether the applicant firm owns or operates any off-airport locations, providing the type of business, lease information, address/location, and annual gross receipts generated. Provide similar information in section C for any airport concession locations the firm currently owns or operates. If the applicant firm has any affiliates, provide the requested information in Section D. Indicate whether the ACDBE firm is participating in any joint ventures, and if so, include the original and any amended joint venture agreements.

**AFFIDAVIT & SIGNATURE**

The Affidavit of Certification must accompany your application. Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.



**Section 1: CERTIFICATION INFORMATION**

**A. Basic Contact Information**

I am applying for certification as  DBE  ACDBE

(1) Contact person and Title: \_\_\_\_\_  
\_\_\_\_\_

(2) Legal name of firm: \_\_\_\_\_  
\_\_\_\_\_

(3) Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (4) Other Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (5) Fax #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

(6) E-mail: \_\_\_\_\_ (7) Firm Websites: \_\_\_\_\_

(8) Street address of firm (No P.O. Box): \_\_\_\_\_ City: \_\_\_\_\_ County/Parish: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

(9) Mailing address of firm (if different): \_\_\_\_\_ City: \_\_\_\_\_ County/Parish: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**B. Prior/Other Certifications and Applications**

(10) Is your firm currently certified for any of the following U.S. DOT programs?

DBE  ACDBE Names of certifying agencies: \_\_\_\_\_

⊗ If you are certified in your home state as a DBE/ACDBE, you do not have to complete this application for other states. Ask your state UCP about the interstate certification process.

List the dates of any site visits conducted by your home state and any other states or UCP members:

Date \_\_\_/\_\_\_/\_\_\_ State/UCP Member: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ State/UCP Member: \_\_\_\_\_

(11) Indicate whether the firm or any persons listed in this application have ever been:

- (a) Denied certification or decertified as a DBE, ACDBE, 8(a), SDB, MBE/WBE firm?  Yes  No
- (b) Withdrawn an application for these programs, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity?  Yes  No

If yes, explain the nature of the action. (If you appealed the decision to DOT or another agency, attach a copy of the decision)

\_\_\_\_\_  
\_\_\_\_\_

**Section 2: GENERAL INFORMATION**

**A. Business Profile:** (1) Give a concise description of the firm's primary activities and the product(s) or service(s) it provides. If your company offers more than one product/service, list the primary product or service first. Please use additional paper if necessary. This description may be used in our database and the UCP online directory if you are certified as a DBE or ACDBE.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Applicable NAICS Codes for this line of work include: \_\_\_\_\_

(3) This firm was established on \_\_\_/\_\_\_/\_\_\_ (4) I/We have owned this firm since: \_\_\_/\_\_\_/\_\_\_



**(5) Method of acquisition** (Check all that apply):

- Started new business  Bought existing business  Inherited business  Gifted
- Merger or consolidation  Other (explain) \_\_\_\_\_

**(6) Is your firm "for profit"?**  Yes  
Federal Tax ID# \_\_\_\_\_

No → **⊗ STOP!** If your firm is NOT for-profit, then you do NOT qualify for this program and should not fill out this application.

**(7) Type of Legal Business Structure:** (check all that apply):

- Sole Proprietorship
- Limited Liability Partnership
- Partnership  Corporation
- Limited Liability Company  Other, Describe \_\_\_\_\_

**(8) Number of employees:** Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Seasonal \_\_\_\_\_ Total \_\_\_\_\_  
(Provide a list of employees, their job titles, and dates of employment, to your application).

**(9) Specify the firm's gross receipts for the last 3 years.** (Submit complete copies of the firm's Federal tax returns for each year. If there are affiliates or subsidiaries of the applicant firm or owners, you must submit complete copies of these firms' Federal tax returns).

|            |   |  |
|------------|---|--|
| Year _____ | Gross Receipts of Applicant Firm \$ _____ | Gross Receipts of Affiliate Firms \$ _____ |
| Year _____ | Gross Receipts of Applicant Firm \$ _____ | Gross Receipts of Affiliate Firms \$ _____ |
| Year _____ | Gross Receipts of Applicant Firm \$ _____ | Gross Receipts of Affiliate Firms \$ _____ |

**B. Relationships and Dealings with Other Businesses**

**(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office or storage space, yard, warehouse, facilities, equipment, inventory, financing, office staff, and/or employees with any other business, organization, or entity?**  Yes  No

If Yes, explain the nature of your relationship with these other businesses by identifying the business or person with whom you have any formal, informal, written, or oral agreement. Also detail the items shared

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**(2) Has any other firm had an ownership interest in your firm at present or at any time in the past?**

Yes  No If Yes, explain \_\_\_\_\_

**(3) At present, or at any time in the past, has your firm:**

- (a) Ever existed under different ownership, a different type of ownership, or a different name?  Yes  No
  - (b) Existed as a subsidiary of any other firm?  Yes  No
  - (c) Existed as a partnership in which one or more of the partners are/were other firms?  Yes  No
  - (d) Owned any percentage of any other firm?  Yes  No
  - (e) Had any subsidiaries?  Yes  No
  - (f) Served as a subcontractor with another firm constituting more than 25% of your firm's receipts?  Yes  No
- (If you answered "Yes" to any of the questions in (2) and/or (3)(a)-(f), you may be asked to provide further details and explain whether the arrangement continues).

**Section 3: MAJORITY OWNER INFORMATION**



**A. Identify the majority owner of the firm holding 51% or more ownership interest.**

(1) Full Name: \_\_\_\_\_ | (2) Title: \_\_\_\_\_ | (3) Home Phone #: \_\_\_\_\_  
 \_\_\_\_\_ | \_\_\_\_\_ | ( ) \_\_\_\_\_ - \_\_\_\_\_

(4) Home Address (Street and Number): \_\_\_\_\_ | City: \_\_\_\_\_ | State: \_\_\_\_\_ | Zip: \_\_\_\_\_  
 \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ - \_\_\_\_\_

(5) Gender:  Male  Female

(6) Ethnic group membership (Check all that apply):

- Black
- Hispanic
- Asian Pacific
- Native American
- Subcontinent Asian
- Other (specify) \_\_\_\_\_

(7) U.S. Citizenship:  U.S. Citizen  
 Lawfully Admitted Permanent Resident

(8) Number of years as owner: \_\_\_\_\_  
 (9) Percentage owned: \_\_\_\_\_ %  
 Class of stock owned: \_\_\_\_\_ Date acquired \_\_\_\_\_

| (10) Initial investment to acquire ownership interest in firm: | <u>Type</u> | <u>Dollar Value</u> |
|--|-------------|---------------------|
|  | Cash        | \$ _____            |
|  | Real Estate | \$ _____            |
|  | Equipment   | \$ _____            |
|  | Other       | \$ _____            |

Describe how you acquired your business:  
 Started business myself.  
 It was a gift from: \_\_\_\_\_  
 I bought it from: \_\_\_\_\_  
 I inherited it from: \_\_\_\_\_  
 Other \_\_\_\_\_  
 (Attach documentation substantiating your investment)

**B. Additional Owner Information**

(1) Describe familial relationship to other owners and employees:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Does this owner perform a management or supervisory function for any other business?  Yes  No  
 If Yes, identify: Name of Business: \_\_\_\_\_ Function/Title: \_\_\_\_\_

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)  Yes  No  
 Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:

\_\_\_\_\_  
 \_\_\_\_\_

(b) Does this owner work for any other firm, non-profit organization, or engage in any other activity more than 10 hours per week? If yes, identify this activity: \_\_\_\_\_

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? \$ \_\_\_\_\_

(b) Has any trust been created for the benefit of this disadvantaged owner(s)?  Yes  No  
 (If Yes, you may be asked to provide a copy of the trust instrument).

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company?  Yes  No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage the company: (Please attach extra sheets, if needed): \_\_\_\_\_

\_\_\_\_\_

**Section 3: OWNER INFORMATION, Cont'd.**



**A. Identify all individuals, firms, or holding companies that hold LESS THAN 51% ownership interest in the firm** (Attach separate sheets for each additional owner)

|  |                     |   |
|--|---------------------|---|
| (1) Full Name:<br>_____                        | (2) Title:<br>_____ | (3) Home Phone #:<br>(    ) _____ - _____ |
| (4) Home Address (Street and Number):<br>_____ | City:<br>_____      | State:<br>_____                           |
|  |                     | Zip:<br>_____ - _____                     |

(5) Gender:  Male  Female

(6) Ethnic group membership (Check all that apply)

Black  
 Hispanic  
 Asian Pacific  
 Native American  
 Subcontinent Asian  
 Other (specify) \_\_\_\_\_

(7) U.S. Citizenship:  
 U.S. Citizen  
 Lawfully Admitted Permanent Resident

(8) Number of years as owner: \_\_\_\_\_

(9) Percentage owned: \_\_\_\_\_ %  
 Class of stock owned: \_\_\_\_\_ Date acquired \_\_\_\_\_

(10) Initial investment to acquire ownership interest in firm:

| Type        | Dollar Value |
|-------------|--------------|
| Cash        | \$ _____     |
| Real Estate | \$ _____     |
| Equipment   | \$ _____     |
| Other       | \$ _____     |

Describe how you acquired your business:  
 Started business myself.  
 It was a gift from: \_\_\_\_\_  
 I bought it from: \_\_\_\_\_  
 I inherited it from: \_\_\_\_\_  
 Other \_\_\_\_\_

*(Attach documentation substantiating your investment)*

**B. Additional Owner Information**

(1) Describe familial relationship to other owners and employees:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) Does this owner perform a management or supervisory function for any other business?  Yes  No  
 If Yes, identify: Name of Business: \_\_\_\_\_ Function/Title: \_\_\_\_\_

(3)(a) Does this owner own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)  Yes  No  
 Identify the name of the business, and the nature of the relationship, and the owner's function at the firm:  
 \_\_\_\_\_

(b) Does this owner work for any other firm, non-profit organization, or is engaged in any other activity more than 10 hours per week? If yes, identify this activity: \_\_\_\_\_

(4)(a) What is the personal net worth of this disadvantaged owner applying for certification? \$ \_\_\_\_\_

(b) Has any trust been created for the benefit of this disadvantaged owner(s)?  Yes  No  
*(If Yes, you may be asked to provide a copy of the trust instrument).*

(5) Do any of your immediate family members, managers, or employees own, manage, or are associated with another company?  Yes  No If Yes, provide their name, relationship, company, type of business, and indicate whether they own or manage: (Please attach extra sheets, if needed): \_\_\_\_\_  
 \_\_\_\_\_

**Section 4: CONTROL**



**A. Identify your firm's Officers and Board of Directors** (If additional space is required, attach a separate sheet):

|                                    | Name | Title | Date Appointed | Ethnicity | Gender |
|------------------------------------|------|-------|----------------|-----------|--------|
| <b>(1) Officers of the Company</b> | (a)  |       |                |           |        |
|                                    | (b)  |       |                |           |        |
|                                    | (c)  |       |                |           |        |
|                                    | (d)  |       |                |           |        |
| <b>(2) Board of Directors</b>      | (a)  |       |                |           |        |
|                                    | (b)  |       |                |           |        |
|                                    | (c)  |       |                |           |        |
|                                    | (d)  |       |                |           |        |

**(3) Do any of the persons listed above perform a management or supervisory function for any other business?**  
 Yes  No If Yes, identify for each:

Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

**(4) Do any of the persons listed in section A above own or work for any other firm(s) that has a relationship with this firm?** (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)

Yes  No

If Yes, identify for each:

Firm Name: \_\_\_\_\_ Person: \_\_\_\_\_  
 Nature of Business Relationship: \_\_\_\_\_

**B. Duties of Owners, Officers, Directors, Managers, and Key Personnel**

**1. Complete for all Owners who are responsible for the following functions of the firm** (Attach separate sheets as needed).

| A= Always<br>F = Frequently  | S = Seldom<br>N = Never | Majority Owner (51% or more) |              |                      |   | Minority Owner (49% or less) |              |                      |   |
|--|-------------------------|------------------------------|--------------|----------------------|---|------------------------------|--------------|----------------------|---|
|  |                         | Name: _____                  | Title: _____ | Percent Owned: _____ |   | Name: _____                  | Title: _____ | Percent Owned: _____ |   |
| Sets policy for company direction/scope of operations                  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Bidding and estimating   |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Major purchasing decisions   |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Marketing and sales  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Supervises field operations  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Attend bid opening and lettings  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Perform office management (billing, accounts receivable/payable, etc.) |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Hires and fires management staff                                       |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Hire and fire field staff or crew                                      |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Designates profits spending or investment                              |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Obligates business by contract/credit                                  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Purchase equipment   |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |
| Signs business checks  |                         | A                            | F            | S                    | N | A                            | F            | S                    | N |



**2. Complete for all Officers, Directors, Managers, and Key Personnel who are responsible for the following functions of the firm. (Attach separate sheets as needed).**

| <b>A= Always</b> <b>S = Seldom</b><br><b>F = Frequently</b> <b>N = Never</b> | Officer/Director/Manager/Key Personnel |   |   |   | Officer/Director/Manager/ Key Personnel |   |   |   |
|--|--|---|---|---|---|---|---|---|
|  | Name: _____                            |   |   |   | Name: _____                             |   |   |   |
|  | Title: _____                           |   |   |   | Title: _____                            |   |   |   |
|  | Race and Gender: _____                 |   |   |   | Race and Gender: _____                  |   |   |   |
|  | Percent Owned: _____                   |   |   |   | Percent Owned: _____                    |   |   |   |
| Sets policy for company direction/scope of operations                        | A                                      | F | S | N | A                                       | F | S | N |
| Bidding and estimating   | A                                      | F | S | N | A                                       | F | S | N |
| Major purchasing decisions   | A                                      | F | S | N | A                                       | F | S | N |
| Marketing and sales  | A                                      | F | S | N | A                                       | F | S | N |
| Supervises field operations  | A                                      | F | S | N | A                                       | F | S | N |
| Attend bid opening and lettings  | A                                      | F | S | N | A                                       | F | S | N |
| Perform office management (billing, accounts receivable/payable, etc.)       | A                                      | F | S | N | A                                       | F | S | N |
| Hires and fires management staff   | A                                      | F | S | N | A                                       | F | S | N |
| Hire and fire field staff or crew  | A                                      | F | S | N | A                                       | F | S | N |
| Designates profits spending or investment                                    | A                                      | F | S | N | A                                       | F | S | N |
| Obligates business by contract/credit  | A                                      | F | S | N | A                                       | F | S | N |
| Purchase equipment   | A                                      | F | S | N | A                                       | F | S | N |
| Signs business checks  | A                                      | F | S | N | A                                       | F | S | N |

Do any of the persons listed in B1 or B2 perform a management or supervisory function for any other business? If Yes, identify the person, the business, and their title/function: \_\_\_\_\_

Do any of the persons listed above own or work for any other firm(s) that has a relationship with this firm? (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.) If Yes, describe the nature of the business relationship: \_\_\_\_\_

**C. Inventory:** Indicate your firm's inventory in the following categories (Please attach additional sheets if needed):=

**1. Equipment and Vehicles**

| Make and Model | Current Value | Owned or Leased by Firm or Owner? | Used as collateral? | Where is item stored? |
|----------------|---------------|-----------------------------------|---------------------|-----------------------|
| 1. _____       |               |                                   |                     |                       |
| 2. _____       |               |                                   |                     |                       |
| 3. _____       |               |                                   |                     |                       |
| 4. _____       |               |                                   |                     |                       |
| 5. _____       |               |                                   |                     |                       |
| 6. _____       |               |                                   |                     |                       |
| 7. _____       |               |                                   |                     |                       |
| 8. _____       |               |                                   |                     |                       |
| 9. _____       |               |                                   |                     |                       |

**2. Office Space**

Street Address Owned or Leased by Firm or Owner? Current Value of Property or Lease

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. Storage Space** (Provide signed lease agreements for the properties listed)



|                |                                      |                                    |
|----------------|--------------------------------------|------------------------------------|
| Street Address | Owned or Leased by<br>Firm or Owner? | Current Value of Property or Lease |
|----------------|--------------------------------------|------------------------------------|

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**D. Does your firm rely on any other firm for management functions or employee payroll?**  Yes  No

**E. Financial/Banking Information** (Provide bank authorization and signature cards)

Name of bank: \_\_\_\_\_ City and State: \_\_\_\_\_  
 The following individuals are able to sign checks on this account: \_\_\_\_\_

Name of bank: \_\_\_\_\_ City and State: \_\_\_\_\_  
 The following individuals are able to sign checks on this account: \_\_\_\_\_

**Bonding Information:** If you have bonding capacity, identify the firm's bonding aggregate and project limits:  
 Aggregate limit \$ \_\_\_\_\_ Project limit \$ \_\_\_\_\_

**F. Identify all sources, amounts, and purposes of money loaned to your firm including from financial institutions. Identify whether you the owner and any other person or firm loaned money to the applicant DBE/ACDBE. Include the names of any persons or firms guaranteeing the loan, if other than the listed owner.**  
 (Provide copies of signed loan agreements and security agreements).

| Name of Source | Address of Source | Name of Person<br>Guaranteeing the<br>Loan | Original<br>Amount | Current<br>Balance | Purpose of Loan |
|----------------|-------------------|--|--------------------|--------------------|-----------------|
| 1. _____       |                   |  |                    |                    |                 |
| 2. _____       |                   |  |                    |                    |                 |
| 3. _____       |                   |  |                    |                    |                 |

**G. List all contributions or transfers of assets to/from your firm and to/from any of its owners or another individual over the past two years** (Attach additional sheets if needed):

| Contribution/Asset | Dollar Value | From Whom<br>Transferred | To Whom<br>Transferred | Relationship | Date of<br>Transfer |
|--------------------|--------------|--------------------------|------------------------|--------------|---------------------|
| 1. _____           |              |                          |                        |              |                     |
| 2. _____           |              |                          |                        |              |                     |
| 3. _____           |              |                          |                        |              |                     |

**H. List current licenses/permits held by any owner and/or employee of your firm**  
 (e.g. contractor, engineer, architect, etc.) (Attach additional sheets if needed):

| Name of License/Permit Holder | Type of License/Permit | Expiration Date | State |
|-------------------------------|------------------------|-----------------|-------|
| 1. _____                      |                        |                 |       |
| 2. _____                      |                        |                 |       |
| 3. _____                      |                        |                 |       |



**I. List the three largest contracts completed by your firm in the past three years, if any:**

| Name of Owner/Contractor | Name/Location of Project | Type of Work Performed | Dollar Value of Contract |
|--------------------------|--------------------------|------------------------|--------------------------|
| 1. _____                 |                          |                        |                          |
| 2. _____                 |                          |                        |                          |
| 3. _____                 |                          |                        |                          |

**J. List the three largest active jobs on which your firm is currently working:**

| Name of Prime Contractor and Project Number | Location of Project | Type of Work | Project Start Date | Anticipated Completion Date | Dollar Value of Contract |
|---|---------------------|--------------|--------------------|-----------------------------|--------------------------|
| 1. _____                                    |                     |              |                    |                             |                          |
| 2. _____                                    |                     |              |                    |                             |                          |
| 3. _____                                    |                     |              |                    |                             |                          |

**Additional Information:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SECTION 5 - AIRPORT CONCESSION**

**(ACDBE APPLICANTS ONLY)**

**A. I am applying for ACDBE certification to:** *(check all that apply)*

- Operate a concession at an airport     Supply a good or service to an airport concessionaire

**B. Does the applicant firm own/operate any off-airport locations?**    Yes    No    *If Yes, identify the following*

| Type of Business<br>(e.g., F&B, News & Gift, Retail,<br>Duty Free, Advertising, etc.) | Lease<br>Term<br>(years) | Lease<br>Start<br>Date | Address / Location | Annual Gross<br>Receipts Generated |
|---|--------------------------|------------------------|--------------------|------------------------------------|
|   |                          |                        |                    |                                    |
|   |                          |                        |                    |                                    |
|   |                          |                        |                    |                                    |
|   |                          |                        |                    |                                    |

**C. Does the applicant firm currently own/operate any airport concession locations?**    Yes    No    *If Yes, supply the following information:*

| Airport Name | Concession Type<br>(e.g., F&B, News & Gift, Retail, Duty Free,<br>Advertising, etc.) | Number of<br>Leases | Number of<br>Locations | Annual Gross<br>Receipts<br>Generated | Lease Type<br><i>(e.g. Direct Lease, Subcontract<br/>Management Agreement, etc. enter<br/>all that apply to the leases listed)</i> |
|--------------|--|---------------------|------------------------|---------------------------------------|--|
|              |  |                     |                        |                                       |  |
|              |  |                     |                        |                                       |  |
|              |  |                     |                        |                                       |  |

**D. Does the applicant firm have any affiliates?**    Yes    No    *If Yes, provide the following information concerning any locations owned/operated by affiliate firms.*

| Airport Name | Concession Type<br>(e.g., F&B, News & Gift, Retail, Duty Free,<br>Advertising, etc.) | Number of<br>Leases | Number of<br>Locations | Annual Gross<br>Receipts<br>Generated | Lease Type<br><i>(e.g. Direct Lease, Subcontract<br/>Management Agreement, etc. enter<br/>all that apply to the leases listed)</i> |
|--------------|--|---------------------|------------------------|---------------------------------------|--|
|              |  |                     |                        |                                       |  |
|              |  |                     |                        |                                       |  |

**E. Is the ACDBE applicant firm a participant in any joint ventures?**    Yes    No    *If Yes, attach all original and any amended Joint Venture Agreements and any amendments to the agreements.*



# AFFIDAVIT OF CERTIFICATION

*This form must be signed and notarized for each owner upon which disadvantaged status is relied.*

**A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.**

I \_\_\_\_\_ (full name printed),  
swear or affirm under penalty of law that I am  
\_\_\_\_\_ (title) of the applicant firm  
\_\_\_\_\_ and that I  
have read and understood all of the questions in this  
application and that all of the foregoing information and  
statements submitted in this application and its attachments  
and supporting documents are true and correct to the best of  
my knowledge, and that all responses to the questions are full  
and complete, omitting no material information. The responses  
include all material information necessary to fully and  
accurately identify and explain the operations, capabilities and  
pertinent history of the named firm as well as the ownership,  
control, and affiliations thereof.

I recognize that the information submitted in this application is  
for the purpose of inducing certification approval by a  
government agency. I understand that a government agency  
may, by means it deems appropriate, determine the accuracy  
and truth of the statements in the application, and I authorize  
such agency to contact any entity named in the application, and  
the named firm's bonding companies, banking institutions,  
credit agencies, contractors, clients, and other certifying  
agencies for the purpose of verifying the information supplied  
and determining the named firm's eligibility.

I agree to submit to government audit, examination and review  
of books, records, documents and files, in whatever form they  
exist, of the named firm and its affiliates, inspection of its  
places(s) of business and equipment, and to permit interviews  
of its principals, agents, and employees. I understand that  
refusal to permit such inquiries shall be grounds for denial of  
certification.

If awarded a contract, subcontract, concession lease or  
sublease, I agree to promptly and directly provide the prime  
contractor, if any, and the Department, recipient agency, or  
federal funding agency on an ongoing basis, current, complete  
and accurate information regarding (1) work performed on the  
project; (2) payments; and (3) proposed changes, if any, to the  
foregoing arrangements.

I agree to provide written notice to the recipient agency or  
Unified Certification Program of any material change in the  
information contained in the original application within 30  
calendar days of such change (e.g., ownership changes,  
address/telephone number, personal net worth exceeding \$1.32  
million, etc.).

I acknowledge and agree that any misrepresentations in this  
application or in records pertaining to a contract or subcontract  
will be grounds for terminating any contract or subcontract  
which may be awarded; denial or revocation of certification;  
suspension and debarment; and for initiating action under  
federal and/or state law concerning false statement, fraud or  
other applicable offenses.

I certify that I am a socially and economically disadvantaged  
individual who is an owner of the above-referenced firm seeking  
certification as a Disadvantaged Business Enterprise or Airport  
Concession Disadvantaged Business Enterprise. In support of my  
application, I certify that I am a member of one or more of the  
following groups, and that I have held myself out as a member of  
the group(s): (Check all that apply):

- Female  Black American  Hispanic American
- Native American  Asian-Pacific American
- Subcontinent Asian American  Other (specify)

I certify that I am socially disadvantaged because I have been  
subjected to racial or ethnic prejudice or cultural bias, or have  
suffered the effects of discrimination, because of my identity  
as a member of one or more of the groups identified above,  
without regard to my individual qualities.

I further certify that my personal net worth does not exceed  
\$1.32 million, and that I am economically disadvantaged  
because my ability to compete in the free enterprise system has  
been impaired due to diminished capital and credit  
opportunities as compared to others in the same or similar line  
of business who are not socially and economically  
disadvantaged.

I declare under penalty of perjury that the information  
provided in this application and supporting documents is true  
and correct.

Signature \_\_\_\_\_ (Date) \_\_\_\_\_  
(DBE/ACDBE Applicant)

## NOTARY CERTIFICATE

## UNIFORM CERTIFICATION APPLICATION SUPPORTING DOCUMENTS CHECKLIST



**In order to complete your application for DBE or ACDBE certification, you must attach copies of all of the following REQUIRED documents. A failure to supply any information requested by the UCP may result in your firm denied DBE/ACDBE certification.**

### **Required Documents for All Applicants**

- Résumés (that include places of employment with corresponding dates), for all owners, officers, and key personnel of the applicant firm
- Personal Net Worth Statement for each socially and economically disadvantaged owners who the applicant firm relies upon to satisfy the Regulation's 51% ownership requirement.
- Personal Federal tax returns for the past 3 years, if applicable, for each disadvantaged owner
- Federal tax returns (and requests for extensions) filed by the firm and its affiliates with related schedules, for the past 3 years.
- Documented proof of contributions used to acquire ownership for each owner (*e.g., both sides of cancelled checks*)
- Signed loan and security agreements, and bonding forms
- List of equipment and/or vehicles owned and leased including VIN numbers, copy of titles, proof of ownership, insurance cards for each vehicle.
- Title(s), registration certificate(s), and U.S. DOT numbers for each truck owned or operated by your firm
- Licenses, license renewal forms, permits, and haul authority forms
- Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases
- Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past 2 years
- DBE/ACDBE and SBA 8(a), SDB, MBE/WBE certifications, denials, and/or decertification's, if applicable; and any U.S. DOT appeal decisions on these actions.
- Bank authorization and signatory cards
- Schedule of salaries (or other remuneration) paid to all officers, managers, owners, and/or directors of the firm
- List of all employees, job titles, and dates of employment.
- Proof of warehouse/storage facility ownership or lease arrangements

### **Partnership or Joint Venture**

- Original and any amended Partnership or Joint Venture Agreements

### **Corporation or LLC**

- Official Articles of Incorporation (*signed by the state official*)
- Both sides of all corporate stock certificates and your firm's stock transfer ledger
- Shareholders' Agreement(s)
- Minutes of all stockholders and board of director's meetings

- Corporate by-laws and any amendments
- Corporate bank resolution and bank signature cards
- Official Certificate of Formation and Operating Agreement with any amendments (for LLCs)

### **Optional Documents to Be Provided on Request**

*The certifying agency to which you are applying may require the submission of the following documents. If requested to provide these document, you must supply them with your application or at the on-site visit.*

- Proof of citizenship
- Insurance agreements for each truck owned or operated by your firm
- Audited financial statements (if available)
- Trust agreements held by any owner claiming disadvantaged status
- Year-end balance sheets and income statements for the past 3 years (*or life of firm, if less than three years*)

### **Suppliers**

- List of product lines carried and list of distribution equipment owned and/or leased