

# IRL Council



## **REQUEST FOR QUALIFICATIONS RFQ #2022-002**

**IRL Council and IRLNEP  
Justice, Equity, Diversity and  
Inclusion Consulting and  
Task Force Development**



**IRL COUNCIL**  
1235 Main St.  
Sebastian, FL 32958

**RFQ #2022-002**

## **REQUEST FOR QUALIFICATIONS** **RFQ #2022-002**

### **IRL Council and IRLNEP Justice, Equity, Diversity and Inclusion Consulting and Task Force Development**

The IRL Council (Council) was established as an independent special district on February 24, 2015, via an inter-local agreement dated February 19, 2015. The Council was created under the authority of §163.01, Fla. Stat., and §189.012(3), Fla. Stat. Its operational area is within Brevard, Indian River, Martin, St. Lucie and Volusia counties. The Council is the local sponsor for the IRLNEP under the EPA's National Estuary Program.

The IRL Council is seeking Qualifications from qualified firms/companies that can demonstrate the following expertise in providing consulting services to support the organization in incorporating Justice, Equity, Diversity and Inclusion (JEDI) concepts and techniques into internal policies and practices and external engagement and communications.

Key qualification needs are:

- The Consultant has a minimum of three (3) years of experience in developing and executing organization-wide JEDI assessment, planning and implementation efforts;
- The Consultant has demonstrated experience in working with all levels of management in businesses, community groups, local governments, agencies, etc.
- The Consultant has the ability to design a long-term strategy and SMART (specific, measurable, achievable, relevant, time-bound) goals, develop and facilitate effective internal trainings/workshops based on the science of behavior change, a growth mindset, and proven change management techniques.
- The Consultant is experienced in designing program strategies, and tracking systems to measure progress and report to stakeholders.
- The Consultant has local knowledge of the IRLNEP program area and its communities, and can access and draw upon a professional network to assist the Program in developing external programmatic strategies to and foster relationships with underserved and underrepresented communities in order to better address environmental issues.  
Preference will be given to firms that are based in the IRLNEP study area (Volusia, Brevard, Indian River, St. Lucie and Martin Counties).

The IRL Council will negotiate a service contract with 1 consultant for a three-year term, with an option to renew for an additional 2 year term contingent on satisfactory performance and availability of funding. Interested firms may obtain a copy of the RFQ from the IRL Council website [www.onelagoon.org](http://www.onelagoon.org).

## GENERAL INFORMATION

### 1. **PROJECT OBJECTIVE**

The IRL Council is seeking Qualifications from a consultant (individual or firm) to develop and implement a comprehensive strategy for best integrating Justice, Equity, Diversity and Inclusion (JEDI) practices into IRL Council/Indian River Lagoon National Estuary Program (IRLNEP) internal policies and external programmatic strategies and practices. The consultant selected must have proven expertise and demonstrated hands-on experience guiding organizations through the implementation and successful completion of organization-wide JEDI transformations.

A more detailed scope of services is attached and incorporated into this RFQ as Exhibit "A".

### 2. **SUBMITTAL OF QUALIFICATIONS**

Interested firms are invited to submit a complete set of Qualifications for consideration. The Qualifications must address the items requested, clearly and concisely. The Council intends to negotiate a contract for the desired services upon selection of the Qualifications that best satisfy the evaluation criteria.

Time is of the essence and any Qualifications received after **5:00 pm October 21, 2022** whether by electronic mail or otherwise will be disqualified from consideration. Qualifications shall be submitted by electronic mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org). The Council will in no way be responsible for delays caused by any occurrence. Qualifications shall not be submitted and will not be accepted by courier, US mail, telephone, telegram, facsimile or in person. Respondents are responsible for ensuring that their Qualifications are delivered and received by Council personnel by the deadline indicated. At the designated time and place, the Council's purchasing agent or designee will record the Qualifications for the record.

The Council reserves the right in its sole discretion to reject any or all Qualifications and/or to waive all nonmaterial, minor irregularities on any and all Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFQ. All Qualifications must be submitted in Portable Document Format (PDF) only. Signatures are required where indicated; failure to do so may be cause for rejection of the Qualifications.

### 3. **CHANGES AND INTERPRETATIONS**

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. Addenda will be posted on the "Request For Proposals" section of the Council website: [www.onelagoon.com](http://www.onelagoon.com).

*All questions regarding this RFQ should be submitted in writing via e-mail to [kolodny@irlcouncil.org](mailto:kolodny@irlcouncil.org) and must be received no later than ten (10) calendar days prior to the due date for Qualifications. All questions will be answered via addenda. If a question is not answered, the Respondent should assume all relevant information is contained within this RFQ. The Council will attempt to not issue*

any addenda within three (3) business days of the due date of Qualifications; however, the Council reserves the right to issue any addenda at any time prior to the due date and time of Qualifications.

**4. PROPERTY OF THE COUNCIL**

All materials submitted in response to this RFQ become the property of the Council. The Council has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a Qualifications does not affect this right. No variances to this provision shall be accepted.

**5. RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

- Questions from Potential Respondents Due Up to October 11, 2022
- Issue Addendum (if necessary) October 14, 2022
- Qualifications Due October 21, 2022 (on or before 5:00 pm ET)
- Short List Announcement (if applicable) November 8, 2022
- Qualifications Selection November 18, 2022
- Contract Negotiations November 21, 2022

The Council reserves the right to amend the anticipated schedule as it deems necessary.

**6. CONE OF SILENCE**

Unless communication occurs during a publicly noticed meeting, all communication between the IRL Council Board of Directors and their alternates, Evaluation Team Members (TBD), employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors) is prohibited until the time of award, rejection of all responses or some other action by the Council to end the selection process.

**7. ETHICS REQUIREMENT**

This RFQ is subject to the State of Florida Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Council officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review the Florida Code of Ethics in order to ensure compliance with the same.

**8. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the Council, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with Council representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the Council without any warranty or representation, express or

implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the Council if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Council that any Qualifications conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the Council may withdraw this RFQ either before or after receiving Qualifications, may accept or reject Qualifications, and may accept Qualifications which deviate from the non-material provisions of this RFQ. In its sole discretion, the Council may determine the qualifications and acceptability of any firm or firms submitting Qualifications in response to this RFQ. Following submission of Qualifications, the Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Qualifications and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the Council. Any action taken by the Council in response to Qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Qualifications, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the Council, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Qualifications submitted pursuant to this RFQ is at the sole risk and responsibility of the Respondent submitting such Qualifications.

## **9. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Respondent. If the Council and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the Council reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the Council is able to enter into a contract with a Respondent that best meets the needs of the Council.

The Council anticipates awarding one contract. The Council reserves the right to award to more than one Respondent if it is in the best interests of the Council.

The resulting non-exclusive continuing contract shall be for three years with an option to renew for an additional 2 years. Each fiscal year of the contract and any future years will be subject to satisfactory performance and the availability of funds lawfully appropriated for its purpose by the Council. The Council need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right. Funding for the resulting contract(s) is funded in whole, with funds received by the IRL Council from the United States Environmental Protection Agency under the National Estuary Program for the Indian River Lagoon (CFDA No. 66.456), under the authority of section 320 of the Clean Water Act, 33 U.S.C. § 1251, et seq., and 40 C.F.R. Part 31 and 40 C.F.R. Part 35, Subpart P. Under any contract the awarded respondent must comply with terms and conditions for subawards that may change each year.

Hourly rates shall remain firm for the first three (3) years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

## **10. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFQ, the awarded Respondent shall

obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Council. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected firm(s) shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected firm(s) shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm. Insurance shall specifically include the Council as an "Additional Insured".
- C. The selected firm(s) shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firm(s) shall maintain comprehensive automobile liability insurance in the minimum amount as required by Florida Statutes.

## **11. EVALUATION AND AWARD**

Each member of the Evaluation Team will evaluate Respondents' qualifications consistent with the qualification evaluation criteria listed below. The IRLNEP will then provide the evaluations to the IRLNEP Management Board and/or the IRL Council Board of Directors with or without presentations and/or discussions for ranking and a decision. Council staff will notify all submitting Respondents and advertise (if any) the Evaluation Team meeting(s) in the appropriate media as directed by law. The Council is not bound by the evaluations of the Evaluation Team and the Council may determine the best overall Qualifications which are most advantageous and in the best interest of the Council. Recommended awards will be available for review by interested parties at the Council Office and the Council's website.

Each submitted Qualifications will be evaluated individually and in the context of all other Qualifications. Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Council through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the Council to award to the most qualified, and the Council reserves the right to award the contract to the Respondent submitting the best overall Qualifications and in the best interest of the Council (consistent with the evaluation criteria and successful negotiations). The Council shall be the sole judge of the Qualifications and the resulting agreement that is in its best interests.

As part of the evaluation process, the Council may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Qualifications, Respondents acknowledge this process and consent to the Council's investigation. Council is the sole judge in determining the Respondent's qualifications.

At its sole option, the Evaluation Team or Council may require brief presentations from some or all of the Respondents. This requirement is at the sole discretion of the Council.

While the Council allows Respondents to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Qualifications which are most advantageous to the Council.

**RFQ Evaluation Scoring Criteria:**

The evaluation of the Qualifications will be conducted in accordance with the following criteria (with associated points available).

| <b><u>Qualification Evaluation Criteria</u></b>              | <b><u>Points Available</u></b> |
|--|--------------------------------|
| Demonstrated evidence of capability, experience and skill    | 30 points                      |
| Evidence of successful past performance for similar projects | 30 points                      |
| Evidence of adequate personnel to perform                    | 20 points                      |
| Business location with the 5-county region of the IRLNEP     | 5 points                       |
| Completeness and responsiveness of Qualifications            | 5 points                       |
| Terminations and/or litigation                               | 5 points                       |
| Evidence of required license(s) and certification(s)         | 5 points                       |

**12. QUALIFICATIONS FORMAT**

Each Respondent shall submit **One Original**, electronically and in PDF format. All RFQ responses are to be emailed directly to **kolodny@irlcouncil.org**, in English. Each submittal shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

Qualifications must be properly signed by the owner/principal having the authority to bind the firm to a resulting contract. **Signatures are required where indicated; failure to do so shall be cause for rejection of Qualifications.**

Only one set of Qualifications may be submitted by each Respondent.

Qualifications which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All Qualifications shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

**A. Letter of Transmittal (not to exceed three pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's qualifications.
- Proposer's brief understanding of the scope of services.
- The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.

**B. Addenda (unlimited pages)**

This section shall include a statement acknowledging receipt of each addendum issued by the Council. Each Respondent is responsible for visiting the Council's website to view and obtain addendum.

**C. References & Materials (not to exceed 15 pages plus the form).**

1. Evidence of capability, experience and skill: Respondents shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Additionally, a cost proposal for the scope of services identified in Exhibit A shall be provided. Bullet point format is appreciated.
2. Evidence of successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of three (3) references on the form provided demonstrating their successful past performance. Prior experience with other Florida agencies is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.
3. Evidence of adequate personnel to perform: Respondents shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the Council. Resumes should include a description of:
  - Training, education and degrees.
  - Related experience and for whom.
  - Professional certifications, licenses and affiliations.

**D. Proof of Licenses (unlimited)**

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);

- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable).

**E. Litigation and/or Terminations (unlimited)**

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents shall also state if the Respondent has or had a contract or contracts for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

**F. Evidence of Ability to Deliver on Time (limited to three pages)**

Respondents shall provide a summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided.

**13. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS**

By submitting Qualifications, the Respondent warrants, represents and declares that:

- A. Person(s) designated as principal(s) of the Respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
- B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ shall become part of any contract entered into between the Council and the Respondent.
- D. By signing and submitting Qualifications, Respondent certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
- E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Qualifications to the Council for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its Qualifications does not violate this statute.

- F. Respondent recognizes and agrees that the Council will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of its Qualifications to third parties.
- G. Respondent agrees that if it is awarded a contract hereunder it shall, if applicable to the Respondent, comply with Section 448.095, Florida Statutes, which requires registration with and use of the E-Verify system.

**14. PROTESTS**

Any actual Respondent who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the Council in accordance with the Council's procurement code. A complete copy of the Council's procurement code is available on-line at <http://www.irlcouncil.com/uploads/7/9/2/7/79276172/operatingproceduresmanual.pdf>.

**15. EXHIBITS**

This RFQ consists of the following exhibits (which are incorporated herein by reference):

- A. Exhibit "A"            Scope of Services
- B. Exhibit "B"            Proposer Information Form (must be submitted)
- C. Exhibit "C"            Drug Free Workplace Form (must be submitted)
- D. Exhibit "D"            References (must be submitted)
- E. Exhibit "E"            Scrutinized Companies Certification Form (must be submitted)

**16. COMPLIANCE**

All Qualifications received in accordance with this RFQ shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its Qualifications contain exempt or confidential information, the Respondent must identify the same at the time of submission of its Qualifications. Failure to do so may result in the waiver of such exemption or confidentiality.

**END OF GENERAL INFORMATION**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The qualified and awarded Respondent shall provide the following Scope of Services:

The selected consultant will provide insight and knowledge on JEDI best practices in the field (with a particular focus on environmental justice, human health and climate vulnerabilities) to support development of a strategy and associated Program infrastructure to support and sustain the IRLNEP's JEDI strategy. The consultant will assist the IRLNEP in ensuring that internal and external barriers to inclusion continue to decrease, while awareness, knowledge and skills continue to increase. This may include but is not limited to making recommendations on internal staffing practices, policies and procedures, community partnerships and engagement activities, and ongoing staff education. The consultant will support implementation of the strategies developed.

TASK IDENTIFICATION:

- Task 1: Consult with staff on internal and external needs to develop and implement a more inclusive, diverse, and equitable organizational culture. This will include:
  - Working with staff to identify desired goals for incorporating JEDI principles into IRL Council and IRLNEP policies and practices; identifying obstacles; designing a long-term strategy and SMART (specific, measurable, achievable, relevant, time-bound) goals.
  - Developing and facilitating effective internal trainings/workshops for staff, Management Conference members and interested Program partners to better understand JEDI concepts and put them into practice. These will be based on the science of behavior change, a growth mindset, and proven change management techniques.
- Task 2: Assist the program in reaching out to underserved and underrepresented communities to foster stakeholder and business relationships that will allow the Program to better understand and address issues.
- Task 3: Develop a task force of regional stakeholders to guide the IRLNEP in working with communities, identifying areas of concern, and prioritizing issues to address to ensure the IRLNEP is responsive to all communities.
- Task 4: Design a system to track and measure progress of desired Program goals and assist in building reporting for delivery to the IRL Council and regional stakeholders.

DELIVERABLES:

- Contractor(s) and the IRL Council/IRLNEP will negotiate a contract that includes a scope of work with deliverables on an annual basis.

BUDGET:

- Anticipated budget for these services is in the range of \$40,000 - \$50,000 annually.

END OF SCOPE OF SERVICES

**EXHIBIT "B"**

**RESPONDENT INFORMATION PAGE  
RFQ # 2022-002**

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

Authorized  
Signature:

\_\_\_\_\_  
Signature

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

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

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
County State

Zip Code

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Web Site (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Respondent.

**EXHIBIT "C"**  
**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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's 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 proposal 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 proposal, 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 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 employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of \_\_\_\_\_, I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Position:

**EXHIBIT "D"**  
**REFERENCES**

List below or on an attached sheet similar past projects. Please provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided similar services. (THIS FORM MAY BE COPIED).

**#1 REFERENCE**

Name of Client: \_\_\_\_\_

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

Phone No.: (\_\_\_\_)\_\_\_\_\_ Contact Person Name: \_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_ Title: \_

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed on time: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_).

**#2 REFERENCE**

Name of Client: \_\_\_\_\_

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

Phone No.: (\_\_\_\_)\_\_\_\_\_ Contact Person Name: \_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_ Title: \_

Description of services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed on time: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_)

**#3 REFERENCE**

Name of Client: \_\_\_\_\_

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

Phone No.: (\_\_\_\_)\_\_\_\_\_ Contact Person Name: \_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_ Title: \_

Description of services: \_\_\_\_\_

|  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Completed on time: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_).

Completed within budget: Yes\_\_\_ No \_\_ (explain:\_\_\_\_\_).

**EXHIBIT "E"**  
**SCRUTINIZED COMPANIES CERTIFICATION FORM**

For a company as defined in section 215.473, Florida Statutes only

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Applicant"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Applicant has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Applicant is not on the Scrutinized Companies that Boycott Israel List nor is the Applicant engaged in a boycott of Israel.
3. If awarded a contract, the Applicant agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Applicant agrees that the certifications in this section shall be effective and relied upon by the IRL Council for the entire term of the contract, including any and all renewals.

**APPLICANT:**

By:

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

STATE OF FLORIDA

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

The foregoing instrument was sworn to (or affirmed) and subscribed before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is the  
\_\_\_\_\_ of \_\_\_\_\_, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Printed Name of Notary \_\_\_\_\_

My Commission expires: \_\_\_\_\_