

# COCONUT CREEK

## REQUEST FOR QUALIFICATIONS



## GENERAL PROFESSIONAL ENGINEERING SERVICES

RFQ NO. 11-19-14-10

PURCHASING DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
eBid System: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing)

**CITY OF COCONUT CREEK  
REQUEST FOR QUALIFICATIONS  
GENERAL PROFESSIONAL ENGINEERING SERVICES  
RFQ NO. 11-19-14-10**

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**CITY OF COCONUT CREEK**

**FINANCE AND ADMINISTRATIVE SERVICES  
KAREN M. BROOKS, DIRECTOR**

4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063

October 19, 2014

**LEGAL NOTICE / REQUEST FOR QUALIFICATIONS**

The City of Coconut Creek is seeking to establish a pool of a maximum of ten (10) qualified Consultants, from a wide range of disciplines, to provide General Professional Engineering Services for various City projects. Interested firms are requested to provide the City with Statements of Qualifications and other requested information relative to the experience, expertise, and proficiency of the Proposer in full accordance with the scope of services, terms, and conditions contained in this Request for Qualifications (RFQ).

**RFQ No.:** 11-19-14-10  
**RFQ Name:** General Professional Engineering Services  
**Pre-Proposal Conference:** None  
**Due Date/Time:** Wednesday, November 19, 2014 at 10:00 a.m. EST

A Cone of Silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFQ shall be directed to Lorie Messer, Purchasing Analyst at 954-956-1584.

Proposer must be registered on the City's eBid System in order to respond to the RFQ. A complete RFQ Document may be downloaded for free from the eBid System as a pdf at: [www.coconutcreek.net/purchasing](http://www.coconutcreek.net/purchasing). The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified, whether by mail or otherwise, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks, Director  
Finance and Administrative Services

Publish Dates: October 19, 2014  
October 26, 2014

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The City of Coconut Creek is seeking to establish a pool of a maximum of ten (10) qualified Consultants, from a wide range of disciplines, to provide General Professional Engineering Services for various City projects. Interested firms are requested to provide the City with statements of qualifications, performance data, and any other information relative to the experience, expertise, and proficiency of the Proposer to provide General Professional Engineering Services to the City of Coconut Creek.

Respondents to this RFQ shall be licensed to practice engineering within the State of Florida. Statements submitted with license applications pending shall not be considered responsive.

The selected Consultants must agree to abide by and be governed by the City of Coconut Creek Ordinances and Resolutions, some of which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ.

### **1.2 Nature of Request**

The vehicle for securing qualified professional engineering firms will be through the State of Florida Consultants' Competitive Negotiation Act (CCNA) pursuant to *Florida Statutes*, Chapter 287.055 (Consultants' Competitive Negotiation Act).

### **1.3 Public Records**

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against and loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

### **1.4 Point of Contact**

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email or facsimile and directed as follows:

City of Coconut Creek – Purchasing Division  
Attn: Lorie Messer, Purchasing Analyst  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Fax: (954) 973-6754  
Email: [lmesser@coconutcreek.net](mailto:lmesser@coconutcreek.net)

All responses to questions/clarifications will be sent to all prospective proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or proposal procedures will only be transmitted by written addendum. All questions must be received no later than five (5) calendar days prior to the proposal opening date.

## 1.5 Cone of Silence

1.5.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) The City Commission, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

1.5.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

1.5.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

1.5.4 Nothing contained herein shall prohibit any potential vendor or vendor’s representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor’s representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

1.5.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

## 1.6 Addendum

If the Proposer should be in doubt as to the meaning of any of the RFQ document, or is of the opinion that the scope of services contain errors, contradictions or reflect omissions, Proposer shall submit a written request directed to the Purchasing Analyst to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Analyst in response to such questions will be issued on official addendum.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will notify all Proposers registered in the eBid System for this solicitation. Addenda to the solicitation will be posted on the eBid System. It is the Proposer's responsibility to check the eBid System prior to the due date and time to ensure that the Proposer has a complete, up-to-date package.

## 1.7 Proposal Submission

- 1.7.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload response as one (1) file to the eBid System.** The maximum file size for upload is 25MB. Should your file size exceed 25MB, separate your file and upload your files in a logical order.
- 1.7.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation.
- 1.7.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 1.7.4 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- 1.7.5 Each Proposer by electronic signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 1.7.6 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the negotiated prices.

1.7.7 All proposals received from Proposers in response to this Request for Qualifications will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

1.7.8 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

## **1.8 RFQ Postponement/Cancellation**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

## **1.9 Costs Incurred by Proposers**

All expenses involved with the preparation/and or presentation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the City.

## **1.10 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **1.11 Indemnification**

### **1.11.1 General Indemnification**

The Consultant agrees to protect, defend, indemnify and hold harmless the City of Coconut Creek and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

### **1.11.2 Patent and Copyright Indemnification**

Successful Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the contract.



**1.12 Legal Requirements**

The Proposer shall observe and comply with all federal, state, county laws and local ordinances, rules and regulations that apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

**1.13 Assignment**

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due to him, without the previous written consent of the Contract Administrator.

**1.14 Venue**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**1.15 References**

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

**1.16 Conflict of Interest**

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Proposers must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

**1.17 Officials Not to Benefit**

Each Proposer shall certify, upon signing a proposal, that to the best of their knowledge, no City of Coconut Creek official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this Agreement. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the Agreement made, or could affect payment pursuant to the terms of the Agreement.

**1.18 Non-Waiver of Rights**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**1.19 Collusion**

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**1.20 Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**1.21 Default****1.21.1 Termination for Cause**

In the event the Consultant shall default in or violate any of the terms, obligations, restrictions or conditions of this Contract, the City may, upon written notice to the Consultant, terminate this Contract effective immediately. In the event of such termination the City may hold the Consultant liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprourement and cover.

**1.21.2 Termination for Default**

In the event the Consultant shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Consultant written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Consultant has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages permitted by law arising from the default and breach of the Contract.

**1.21.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Consultant, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the Contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

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## PART 2 – SCOPE OF SERVICES

### 2.1 General

Awarded Consultants shall provide General Professional Engineering Services for projects in which the estimated construction cost for each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another as prescribed in Florida Statutes, Chapter 287, Section 287.055 as may be amended from time to time. Awarded Consultants shall be chosen for individual projects based on the Consultant's qualifications and what is in the best interest of the City only.

### 2.2 Scope of Services

The scope of services shall include, but are not necessarily limited to the following disciplines:

- |                              |                                      |
|------------------------------|--------------------------------------|
| ▪ Building                   | ▪ Planning services                  |
| ▪ Codes                      | ▪ Plumbing                           |
| ▪ Construction management    | ▪ Process evaluation                 |
| ▪ Cost-benefit analysis      | ▪ Reclaimed water                    |
| ▪ Cost estimates             | ▪ Renovations                        |
| ▪ Electrical/Instrumentation | ▪ Retrofits                          |
| ▪ Environmental              | ▪ Standards and ordinances           |
| ▪ General engineering        | ▪ Stormwater                         |
| ▪ Geotechnical engineering   | ▪ Streets/roads                      |
| ▪ HVAC                       | ▪ Structural                         |
| ▪ Irrigation design          | ▪ Traffic/Transportation engineering |
| ▪ Land surveying             | ▪ Utilities                          |
| ▪ Mechanical                 | ▪ Wastewater                         |
| ▪ New construction           | ▪ Water                              |

The selected Consultant(s) may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award and evaluation and services during construction, perform construction engineering services, etcetera for any of the aforementioned disciplines, related matters, as well as any other engineering assignments upon the request of the City. The City may require based upon the firm's evaluation to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a long-range program for implementation on request. The selected Consultant(s) shall provide certified testing lab services as necessary to fulfill the requirements of certain regulatory agencies and related soil analysis.

The Consultant(s) may be required to represent the City of Coconut Creek in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the City is or may be an eligible participant or has an interest.

Some of the projects requiring professional engineering services will be funded through the Department of Housing and Urban Development (HUD) and Community Development Block Grant (CDBG), or other federal and state granting authorities. All federal and state regulations pertaining to any grant related project shall apply.

Professional engineering services could include, but not be limited to, approved capital improvement projects as outlined in the City's budget.

### **2.3 Standard of Care**

Consultant shall perform all of the provisions of this contract with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The City shall base its determination of the Consultant's fulfillment of the scope of work in accordance with accepted professional consulting standards.

Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions.

Consultant shall respond to the City's notice of any errors and/or omissions within twenty-four (24) hours of written confirmation by the Consultant of the City's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the City, or by actual hand delivery of written notice by the City to the Consultant. Consultant shall be required to visit the Project site if directed by the City.

## **PART 3 – INSTRUCTIONS FOR PREPARING SUBMISSIONS**

### **3.1 Rules for Submission**

The submission must name all persons or entities interested in the submission as principals. The Proposer's response must declare that it is made without collusion with any other person, or entity, submitting a proposal pursuant to this RFQ.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. Each page should be titled as described below, i.e. *work plan, key personnel* etc. The statement of qualifications shall respond to each item outlined below. Please limit response to the information requested. The Proposal must include the following information:

#### **3.1.1 Letter of Transmittal**

This letter will summarize in a brief and concise statement, the respondent's qualifications. An official authorized to negotiate for the respondent must sign the letter of transmittal.

#### **3.1.2 Office Location**

Provide the location of the office where the work will be prepared, and the key personnel in that office. The consultant may identify all of their offices, but the location of the main office responsible for the actual production of the work and key personnel in that office must be identified.

#### **3.1.3 Organizational Profile**

This section of the proposal must describe the respondent, including the size of the office responsible for the work activities. The respondent shall provide the City with the resumes of all primary individuals involved. The respondent must supply all proper Florida business license(s). In addition, the respondent must supply the following information:

- Type of organization (i.e. individual, partnership, corporation, joint venture, etc.) and year established.
- Principals of firm and core values.
- Person in charge of this project and diagram of proposed organizational structure.

#### **3.1.4 Firm Qualifications**

Attached to this RFQ is a Qualifications Statement which all responding firms shall complete in full. Failure to complete this form shall constitute grounds for disqualification for the responding firm from further consideration regarding this RFQ.

**Proposers shall provide a description of the firm, including the size, range of activities, financial history, strength, stability, experience, honors, awards, recognition's, etc.**

Proposers shall identify the contact person chief/primary design professional(s) and supervisory personnel who will work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects and a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.

#### **3.1.5 Federal Standard Form 330**

Proposer shall include a completed Federal Standard Form 330 in their response.

#### **3.1.6 Required Documents**

Proposer shall include all other required documents as stated in Part 4 – Summary of Documents to be Submitted with RFQ.

#### **3.1.7 Other Information**

This section shall be for other information the respondent wishes to include and feels is appropriate to assist in selection.

### **PART 4 – SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RFQ**

**4.1** The following documents are to be executed, notarized (if applicable), and submitted as a condition to this Request for Qualifications:

- Completed Federal Standard Form 330
- Copy of Current Certificate of Insurance
- Copies of Current Licenses, Certifications, and Business Tax Receipts
- Attachment “A” – List of Disciplines
- Attachment “B” – Proposers Certification, Individual (if applicable)
- Attachment “C” – Proposer’s Certification, Sole Proprietorship (if applicable)
- Attachment “D” – Proposer’s Certification, Partnership (if applicable)
- Attachment “E” – Proposer’s Certification, Corporation (if applicable)
- Attachment “F” – Proposer’s Qualification Statement
- Attachment “G” – Sworn Statement on Public Entity Crimes
- Attachment “H” – Drug-Free Workplace Form
- Attachment “I” – Indemnification Clause

- Attachment “J” – Non-Collusive Affidavit

## PART 5 – EVALUATION OF SUBMISSIONS

### 5.1 RFQ Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
RFQ Available	10/19/14
Last Date of Receipt of Questions	11/03/14
Addendum Release (if required)	11/06/14
Proposals Due/Public Opening (10:00 a.m. EST)	11/19/14
Purchasing Review for Compliance	11/20/14 – 11/26/14
Selection Committee Review/Short List Prepared	12/01/14 – 12/04/14
Oral Interviews of Short Listed Firms (if required)	12/08/14 – 12/18/14
Negotiations	12/08/14 – 12/18/14
Commission Award of Contract	01/22/15
Contract Begins	02/01/15

### 5.2 Selection/Negotiation Process

Responses to this RFQ will be evaluated by a Selection Committee comprised of qualified City staff or other persons selected by the City. Firms which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration.

After review of all submissions, the Selection Committee may short list firms to a maximum of ten (10). After firms are short listed, those firms will be notified and may be required to provide an oral presentation to the Selection Committee or an interview session may be scheduled with the Selection Committee.

A Negotiation Committee comprised of qualified City staff or other persons selected by the City will enter into negotiations with the selected firms for compensation with the City determines is fair, competitive, and reasonable to establish an agreement to be executed by both parties. The firms will be required to complete and submit Exhibit “A” – Fee Schedule.

When agreement is reached between the City and the selected firms, the City Attorney’s Office shall prepare a final contract. Should the City be unable to reach an agreement with a selected firm, the negotiations shall be formally terminated before negotiation begins with another short-listed firm. Upon completion of successful negotiations, a recommendation of award of contract will then be presented to the City Commission. As the best interest of the City may require, the right is reserved to reject any and all or waive any minor irregularity or technicality in qualification statements received.

**Note:** This Request for Qualifications is a non-priced qualifications-based process. Pricing will be a factor during the contract negotiation phase only.

### 5.3 Evaluation Method and Criteria

Following the opening of the statements of qualification submissions, the Selection Committee, comprised of qualified City staff or other persons selected by the City, will

evaluate the submittals and rank the responsive firms. Proposals will be evaluated and ranked in accordance with the criteria listed below:

**Evaluation Criteria**

- Adequacy of Personnel
- Past Record
- Experience
- Key Personnel
- Area of Expertise
- Office Location
- Recent, Current, Projected Workloads

These criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposer's services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek's best interest to request additional information or clarification from Proposers.

**PART 6 – AWARD OF CONTRACT**

Contracts shall be awarded to selected firms who agree to provide the requisite professional services at compensation which the City determines is fair, reasonable, and competitive.

**6.1 Work under the Contract**

Awarded firms shall be placed into a pool of qualified Consultants. This term contract does not guarantee work nor does the order in which firms were ranked during the selection process dictate the assignment of City projects. Individual projects shall be assigned based on firm qualifications and what is in the best interest of the City.

**6.2 Term of Contract**

The initial Contract period shall be for three (3) fiscal years beginning on February 1, 2015. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

**6.3 Extension Clause**

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon written request of the Purchasing Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**6.4 Cost Adjustments**

Costs for all services purchased under this Contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very

unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the Employment Cost Index (ECI), Total Compensation, Private Industry, Professional, Scientific, and Technical Services, Not Seasonally Adjusted as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the ECI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same quarter one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the ECI or industry costs decline, the City shall have the right to receive from the Consultant a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Consultant.

## **PART 7 – INSURANCE REQUIREMENTS**

If the Consultant is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Consultant shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this Contract, Successful Consultant and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

### **7.1 Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

### **7.2 General Liability**

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

### **7.3 Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

### **7.4 Professional Liability / Errors and Omissions Coverage**

If the Consultant is to provide professional services under this Agreement, the Consultant must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are



acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

## **7.5 General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division  
 Attn: Risk Manager  
 4800 West Copans Road  
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the respondent's bid. If Consultant is Successful Consultant, then prior to commencement of Contract, Consultant must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

**7.6 Insurance Company and Agent**

All insurance policies herein required of the Successful Consultant shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

**ATTACHMENT "A"****LIST OF DISCIPLINES**

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

## CHECK APPROPRIATE BOXES FOR DISCIPLINES:

- |   |   |
|---|---|
| <input type="checkbox"/> Acoustical Engineering   | <input type="checkbox"/> Hydrology / Hydrographic Surveying         |
| <input type="checkbox"/> Americans with Disabilities (ADA)  | <input type="checkbox"/> Industrial Engineering                     |
| <input type="checkbox"/> Aerial Photography   | <input type="checkbox"/> Industrial Hygiene                         |
| <input type="checkbox"/> Aeronautical Engineering   | <input type="checkbox"/> Interior Design                            |
| <input type="checkbox"/> Airport Studies  | <input type="checkbox"/> Irrigation / Drainage                      |
| <input type="checkbox"/> Archeology   | <input type="checkbox"/> Land Surveying                             |
| <input type="checkbox"/> Architecture   | <input type="checkbox"/> Landscape Architecture                     |
| <input type="checkbox"/> Asbestos Survey & Removal  | <input type="checkbox"/> Mapping                                    |
| <input type="checkbox"/> Biological Engineering   | <input type="checkbox"/> Materials / Materials Handling Engineering |
| <input type="checkbox"/> Computer-Aided Drafting and Design   | <input type="checkbox"/> Mechanical Engineering                     |
| <input type="checkbox"/> Cartography  | <input type="checkbox"/> Municipal Solid Waste                      |
| <input type="checkbox"/> Chemical Engineering   | <input type="checkbox"/> Oceanography                               |
| <input type="checkbox"/> Civil Engineering  | <input type="checkbox"/> Photo Interpretation / Photogrammetry      |
| <input type="checkbox"/> Coastal Engineering  | <input type="checkbox"/> Planning                                   |
| <input type="checkbox"/> Communications Engineering   | <input type="checkbox"/> Reclaimed Water                            |
| <input type="checkbox"/> Construction Cost Estimating   | <input type="checkbox"/> Remote Sensing                             |
| <input type="checkbox"/> Construction Inspections   | <input type="checkbox"/> Research & Development                     |
| <input type="checkbox"/> Construction / Project Management  | <input type="checkbox"/> Risk Assessment                            |
| <input type="checkbox"/> Corrosion Engineering  | <input type="checkbox"/> Safety / Occupational Health Engineering   |
| <input type="checkbox"/> Cost Engineering / Estimating  | <input type="checkbox"/> Sanitary Engineering                       |
| <input type="checkbox"/> Ecology  | <input type="checkbox"/> Scheduling                                 |
| <input type="checkbox"/> Economics  | <input type="checkbox"/> Security Specialty                         |
| <input type="checkbox"/> Electrical / Instrumentation Engineering   | <input type="checkbox"/> Soils Engineering                          |
| <input type="checkbox"/> Energy Management  | <input type="checkbox"/> Specification Writing                      |
| <input type="checkbox"/> Engineering  | <input type="checkbox"/> Structural Engineering                     |
| <input type="checkbox"/> Environmental Engineering  | <input type="checkbox"/> Surveying                                  |
| <input type="checkbox"/> Environmental Science  | <input type="checkbox"/> Technical / Analysis                       |
| <input type="checkbox"/> Fire Protection Engineering  | <input type="checkbox"/> Telecommunications                         |
| <input type="checkbox"/> Forensic Engineering   | <input type="checkbox"/> Toxicology                                 |
| <input type="checkbox"/> Foundation / Geotechnical Engineering  | <input type="checkbox"/> Traffic Engineering                        |
| <input type="checkbox"/> Geodetic Surveying   | <input type="checkbox"/> Transportation Design & Studies            |
| <input type="checkbox"/> Geographic Information Systems   | <input type="checkbox"/> Transportation Engineering                 |
| <input type="checkbox"/> Geological & Mining Engineering  | <input type="checkbox"/> Utilities                                  |
| <input type="checkbox"/> Hazardous Material Tanks   | <input type="checkbox"/> Value Engineering                          |
| <input type="checkbox"/> Health Facility Planning   | <input type="checkbox"/> Wastewater Services                        |
| <input type="checkbox"/> Heating, Ventilation & Air Conditioning  | <input type="checkbox"/> Water                                      |
| <input type="checkbox"/> Hydraulic Engineering  | <input type="checkbox"/> Water Tank Inspection / Corrosion Control  |
| <input type="checkbox"/> LEED (Leadership in Energy and Environmental Design) Accredited                    |   |
| <input type="checkbox"/> Office located in Tri-County Area (Miami-Dade, Broward, or West Palm Beach County) |   |

## OTHER DISCIPLINES:

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**ATTACHMENT "B"**  
**PROPOSER'S CERTIFICATION**

**WHEN PROPOSER IS AN INDIVIDUAL**

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

ATTACHMENT "C"

PROPOSER'S CERTIFICATION

WHEN PROPOSER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**ATTACHMENT "D"**  
**PROPOSER'S CERTIFICATION**

**WHEN PROPOSER IS A PARTNERSHIP**

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name of Partnership

By: \_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
State of Registration

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**ATTACHMENT "E"**

**PROPOSER'S CERTIFICATION**

**WHEN PROPOSER IS A CORPORATION**

IN WITNESS WHEREOF, the Proposer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Printed Name of Corporation

\_\_\_\_\_  
Printed State of Incorporation

By: \_\_\_\_\_  
Signature of President or other authorized officer

(CORPORATE SEAL)

\_\_\_\_\_  
Printed Name of President or other authorized officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**ATTACHMENT "F"**

**PROPOSER'S QUALIFICATION STATEMENT**

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
 Purchasing Division  
 4800 West Copans Road  
 Coconut Creek, FL 33063

Check One

Submitted By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_  
 \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
 \_\_\_\_\_

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and Address of Resident Agent: \_\_\_\_\_

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
 \_\_\_\_\_



c. State whether general or limited partnership: \_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a. Under what other former name has your organization operated?

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

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

\_\_\_\_\_

8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing General Professional Engineering Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

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

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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

11. State the names, telephone numbers and last known addresses of three (3) owners, individual or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

---

(Name) (Address) (Phone Number)

---

(Name) (Address) (Phone Number)

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(Name) (Address) (Phone Number)

12. State the name of the individual who will have personal management of the work:

---

13. State the name and address of attorney, if any, for the business of the Proposer:

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14. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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15. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

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17. Do you have a complete set of documents, including drawings and addenda? Yes  No

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to Cancel and terminate the award and /or contract.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned Notary Public of the State of Florida, Personally appeared

\_\_\_\_\_ And  
*(Name(s) of individual(s) who appeared before notary)*

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE :

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

**ATTACHMENT "G"**

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFQ No. 11-19-14-10 for General Professional Engineering Services.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please check all statements that are applicable)**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
  - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement.
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

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

State of: \_\_\_\_\_

County of : \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "H"****DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that \_\_\_\_\_ does:  
(Name of Business)

- 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 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 *Florida Statutes*, 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 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 the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date





**ATTACHMENT "J"**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

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

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

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

**EXHIBIT "A"**  
**FEE SCHEDULE**

The City's Negotiation Committee will negotiate the following positions / titles with the selected ten (10) qualified Consultants. The positions / titles are common throughout the profession. Firms using a different nomenclature for the listed positions, but similar in responsibility, shall use those listed below for the purposes of providing hourly rates. Additional positions / titles may be provided.

<b>Position / Title</b>	<b>Hourly Rate</b>
Principal (PE registered)	\$ _____ / per hour
Senior Engineer (PE registered)	\$ _____ / per hour
Land Surveyor (PLS registered)	\$ _____ / per hour
Landscape Architect (State Registered)	\$ _____ / per hour
Project Manager	\$ _____ / per hour
Engineer	\$ _____ / per hour
Environmental Scientist	\$ _____ / per hour
Planner	\$ _____ / per hour
Senior Planner	\$ _____ / per hour
Technician	\$ _____ / per hour
Drafter/GIS	\$ _____ / per hour
Field Inspector	\$ _____ / per hour
Staff Assistant	\$ _____ / per hour

**Additional Positions / Titles**

_____	\$ _____ / per hour
_____	\$ _____ / per hour
_____	\$ _____ / per hour
_____	\$ _____ / per hour
_____	\$ _____ / per hour
_____	\$ _____ / per hour
_____	\$ _____ / per hour