



## Request for Qualifications

Professional Services



### Continuing Professional Consulting Services (CCNA)

### Request for Qualifications No. 20-07-01

Advertisement Date:	Wednesday, July 8, 2020
All Questions Due:	Friday, July 17, 2020 by 5:00 PM
Submission due date:	Tuesday, August 11, 2020 at 2:30 PM
Submit to:	Attn: City Clerk Sunny Isles Beach Government Center 18070 Collins Avenue Sunny Isles Beach, Florida 33160



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SF330

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## LEGAL ADVERTISEMENT

### NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed submittals for the following work as specified.

### Continuing Professional Consulting Services (CCNA)

The Specifications for this Request for Qualifications are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Firms who obtain the Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all firms who are listed on the official list. The City may not accept incomplete submissions.

Sealed submittals will be received by the City Clerk no later than **2:30 PM on Tuesday, August 11, 2020** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4<sup>th</sup> floor, Sunny Isles Beach, Florida, 33160. The City is under no obligation to return Submittals. Responses will be publicly opened and firm names read aloud at that time.

The envelope containing the sealed RFQ must be clearly marked:

Continuing Contract for Professional (CCNA) for the City of Sunny Isles Beach

**Request for Qualifications No. 20-07-01**  
**OPENING DATE AND TIME: Tuesday, August 11, 2020 at 2:30 PM**

The City reserves the right to reject any or all submittals, with or without cause, to waive technical errors and informalities, and to accept the submittal determined to be in the best interest of the City and pursuant to the **requirements set forth in the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes.**

All questions regarding this Request for Qualifications No. 20-07-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, Friday, July 24, 2020. Questions may be submitted via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

Mauricio Betancur, CMC, City Clerk  
City of Sunny Isles Beach



## SECTION 1 INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR QUALIFICATIONS ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO QUALIFIERS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. FIRM AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS RFQ SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE QUALIFIER REGARDLESS OF ANY LANGUAGE IN QUALIFIER'S CONTRACT TO THE CONTRARY.

### 1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning this Request for Qualifications or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, Deputy City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Request for Proposals documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Respondent from submitting their submission on the required date and time as publicly noted.

### 1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via Internet lists of all plan holders for each Request for Qualifications. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

### 1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered firms (those who have been registered as receiving qualifications) receive the documents. It is the responsibility of the firm prior to the submission of any Submittal to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. **The receipt of all addenda's must be acknowledged on the ACKNOWLEDGEMENT OF ADDENDA sheet.**

### 1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Qualifications Conference or RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

### 1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of 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 submittal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public Facility or public work, may not submit submittals on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, 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 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

### 1.6 RESPONDENT DEADLINE:

Package must be submitted no later than the time and date shown within this document.

### 1.7 SEALED BID:

Intentionally Omitted

### 1.8 QUALIFICATION EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All submissions shall be signed in blue ink. All corrections made by the firms prior to the opening must be initialed and dated by the firms. No changes or corrections will be allowed after RFQ's are opened. Submissions must contain an original, manual signature of an authorized representative of the company.

### 1.9 WITHDRAWAL OF SUBMISSIONS:

Qualified Firms may withdraw submissions only by written request and shall forward the withdrawal request via "Certified U.S. Mail - Return Receipt Requested" prior to opening time. Negligence on the part of the Firm in preparing the document confers no right for the withdrawal of the submission after it has been opened.

### 1.10 SUBMISSION OPENING:

Submissions will be opened publicly at the time and place stated in the Notice to Qualifier. It is the responsibility of the Firm, to insure that the submission reaches the Office of the City Clerk on or before the closing hour and date stated on the Request for Qualifications. After the submission opening, the names of the submitting Firms will be made public for the information of firms and other interested parties who may be present either in person or by representative. Submissions that are received after the opening time will not be considered and will not be returned.

### 1.11 EVALUATION OF SUBMISSIONS:

The City, at its sole discretion, reserves the right to inspect any/all Firms facilities to determine their capability of meeting the requirements for the Contract. Also, responsibility, and responsiveness of the Firm, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Firm's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a submission, as applicable.

1.11.2 Cancellation: Failure on the part of the Firm to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.





- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.
- 1.12 **PERFORMANCE BOND:**  
Intentionally Omitted
- 1.13 **PAYMENTS:**  
Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. The City holds a firm stance on our standard NET 30 payment terms and the responding firm shall understand and accepts this. All invoices must bear the purchase order number.
- 1.14 **BRAND NAMES:**  
Intentionally Omitted
- 1.15 **MATERIAL:**  
Intentionally Omitted
- 1.16 **SAMPLES:**  
Intentionally Omitted
- 1.17 **QUANTITY GUARANTY:**  
Intentionally Omitted
- 1.18 **GOVERNMENTAL RESTRICTIONS ON MATERIALS:**  
Intentionally Omitted
- 1.19 **SAFETY STANDARDS:**  
Intentionally Omitted
- 1.20 **WARRANTIES:**  
Intentionally Omitted.
- 1.21 **COPYRIGHTS/PATENT RIGHTS:**  
Intentionally Omitted
- 1.22 **LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**  
The firm shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each Firm submitting a submittal on this Request for Qualifications shall include a copy of the company's local business tax/occupational license(s) with the qualifiers response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 **LIABILITY, INSURANCE, PERMITS AND LICENSES:**

Firms shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Firm shall be liable for any damages or loss to the City occasioned by negligence of the Firm (or their agent) or any person the Firm has designated in the completion of their contract as a result of the submission. Firm shall be required to furnish a copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Firm shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Firms response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the submission.

1.24 **CERTIFICATE (S) OF INSURANCE:**

Firm shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). **The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage.** The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this and section. At the time of Firms submission the Firm must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Firm and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Firms, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Firm hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25 **ASSIGNMENT:**

The Firm shall not transfer or assign the performance required by this RFQ without the prior written consent of the City Manager. Any award issued pursuant to the Request for Qualifications and monies, which may be due hereunder, are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Firm changes hands subsequent to the award of this contract, Firm shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 **HOLD HARMLESS/INDEMNIFICATION:**

The Firm shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this RFQ and / or from any procurement decision of the City including without limitation, awarding the Contract to the Firm.



**1.27 NON-CONFORMANCE TO CONTRACT:**

Intentionally Omitted

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**1.28 DEFAULT PROVISION:**

In case of default by the Firm, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Firms responsible for any excess costs occasioned or incurred thereby.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.

**1.29 SECONDARY/OTHER FIRMS:**

Intentionally Omitted.

**Contractor:** The person, firm or corporation with whom the City has executed this Agreement.

**1.30 DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Field Order:** A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

**Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

**Modification:** Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening, which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Notice of Award:** The written notice by City to the apparent successful Firms stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

**Approved:** Means approved by the City.

**Firm:** Any person or corporation submitting a package for RFQ Work.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Change Order:** A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**Statement of Services:** The form furnished by the City which is to be used by the Contractor in requesting progress payments.

**City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

**Supplier:** Any person or organization that supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Contract Documents:** Contract Documents shall include, Instructions to Firms, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Qualifications, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**Contract Price:** The total monies payable to the Contractor under the Contract Documents.

**Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm



or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

**1.31 REQUEST FOR QUALIFICATION AWARD:**

The City reserves the right to reject any and all submissions at its sole discretion. The City shall award contract after the City performs all necessary searches, inquiries, exploration, and analysis of the submissions. The award of the contract shall be done in accordance with the Consultants' Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Firm's capability to perform the Services as described in this RFQ as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Firms to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the submissions of any Firms on the basis of these queries and investigations and to reject those who do not meet the City's satisfaction. When analyzing submissions, the City will take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Firm a Contract for execution within ninety (90) days after opening of submissions.

**1.32 EXECUTION OF AGREEMENT:**

At least four counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the Firm to the City within ten (10) calendar days of receipt of the Notice of Award.

**1.33 LAWS AND REGULATIONS:**

The Firm will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Firm observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Firm performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

**1.34 TAXES:**

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

**1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:**

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Firm shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Firm, agents, servants or employees. The Firm will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim

damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Firm or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Firm shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Firm, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Firm to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Firm or by anyone directly or indirectly employed by either.

**1.36 DECISIONS ON DISAGREEMENTS:**

The City will be the initial interpreter of the Technical Specifications.

**1.37 CITY MAY TERMINATE:**

If the Firm is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Firm or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they fail to supply sufficient skilled workmen or equipment, or if they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Firm ten (10) days written notice and terminate the services of the Firm if they fail to cure the noted violations within this day cure period. In such case the Firm shall only be paid for Work satisfactorily performed up to the effective date of termination.

1.37.1 Where the Firm's services have been so terminated by the City said termination should not affect any rights of the City against the Firm then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Firm will not release the Firm from liability.

1.37.2 Upon ten (10) days written notice to the Firm, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement without cause. In such case, the Firm shall be paid for all Work satisfactorily performed and accepted by the City as of the effective date of the termination. No payment shall be made for lost profit or any other consequential damages for Work that has not been performed regardless of whether Firm is terminated with or without cause.

**1.38 MISCELLANEOUS:**

Firm acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.



- 1.38.2 The Contract Documents shall remain the property of the City. The Firm shall have the right to keep one record set of the Contract Documents upon completion of the Project.
- 1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Firm and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.
- 1.38.4 Should the City or the Firm suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 1.39 **WAIVER OF JURY TRIAL:**  
City and Firm knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.
- 1.40 **GOVERNING LAW:**  
The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.41 **VENUE:**

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.42 **PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Firm which relate in any way to the Work, and to any claim for additional compensation made by Firm, and to conduct an audit of the financial and accounting records of Firm which relate to the Work. Firm shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Work and to any claim for a period of three years following final completion of the Work. During the Work and the three-year period following final completion of the Work, Firm shall provide City access to its books and records upon five days written notice.

1.43 **SEVERABILITY:**

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.44 **INDEPENDENT FIRM:**

The Firm is an independent contractor under the Contract. Services provided by the Firm shall be by employees of the Firm and subject to supervision by the Firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Firm.

**End of Section**





## Section 2 Special Terms and Conditions

### 2.1 PURPOSE FOR REQUEST FOR QUALIFICATION:

The City of Sunny Isles Beach, Florida, (the "City") a municipality located in Miami-Dade County, Florida, seeks to secure qualified and experienced Professional Consulting firms (the "firm" and/or "Consultant") to submit statements of qualifications to provide services as required under a non-exclusive continuing services contract for the following; Architectural, Civil Engineering, Electrical Engineering, Structural Engineering, Geotechnical, Surveying and mapping, Environmental and Construction Engineering and Inspection (CEI). Firms may submit qualification packages for one or multiple disciplines.

The City does not guarantee to interested consultants that they will receive work if awarded a continuing contract for consulting services. Professional services awarded through this RFQ will be for projects that do not exceed \$4,000,000 in basic construction cost and for study activity if the fee for professional services for each individual study does not exceed \$500,000. The City, on an as needed basis, will periodically issue specific projects and assignments to the retained Consultant(s). The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified discipline(s).

**The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055; Continuing Contract.** The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

### 2.2 PRE-SUBMITTAL CONFERENCE

Intentionally Omitted

### 2.3 EXECUTION CONTRACT

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or City Manager, unless otherwise stipulated in the Notice of Award letter. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by Firm during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon



thirty (30) days written notice to Firm. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

## **2.4 TERM OF CONTRACT**

The City anticipates awarding multiple continuing contract(s). The contract term will continue for a period of five (5) years upon execution of the contract by both parties.

### **2.4.1 CONTRACT EXTENSION**

In the event services are scheduled to end because of the expiration of the contract, the firm shall continue the service upon the request of the City Manager, solely for the purpose and to the extent necessary to complete any unfinished tasks. Task orders issued during the contract term and not completed within that time five (5) year period shall be completed by the Consultant within the time specified in the task order. Each Task Order may provide that the successful FIRM(s) is to achieve final completion within an agreed time period determined and agreed upon by both parties from the date appearing in the Notice to Proceed form for the specified Project. Therefore, the FIRM agrees to begin each Project in conformity with the provisions set forth in the Task Order and to perform it with all due diligence, so as to complete the entire work and Project by the time limits set forth in the agreed Project Schedule for the specified Project. As to such a Task Order that has deadlines, time will be of the essence unless stated otherwise. The firm shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

Upon ten (10) Calendar Days written notice to Firm, City may, without cause and without prejudice to any other right or remedy, terminate the Agreement for City's convenience whenever City determines. Where the Agreement is terminated for the convenience of City, the notice of termination to Firm must state that the Contract is being terminated for the convenience of City, the effective date of the termination and the extent of termination. Services will be paid for through date of termination, and this shall mean payment for all completed tasks and payment for uncompleted tasks based upon the percentage of completion of such uncompleted tasks. Firm shall not be paid on account of loss of anticipated profits or revenues or other economic loss arising out of or resulting from such termination.



## **2.5 METHOD OF AWARD**

The City intends to pre-qualify multiple firms for each professional service category. No guarantee is expressed or implied as to the total services to be contracted under this RFQ. Pre-qualification award does not guarantee any future project to be awarded.

In the event a firm is selected for a specific project, the selected firm will be required to negotiate and execute an agreement with the City, which may require City Commission approval by Resolution.

City reserves the right to reject the Sealed Response of any firm if City believes that it would not be in its best interest of to make an award to that FIRM, whether because the sealed response is not responsive, the firm is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the Statement of Work.

Additional information referenced in Section 4.

## **2.6 MINIMUM QUALIFICATIONS**

Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

The successful firm must have a minimum of five (5) years business experience in their respective discipline(s). To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be rejected as "NON-RESPONSIVE". Those qualifications are as follows:

### **2.6.1 LICENSING REQUIREMENTS**

In order to be considered a responsible and responsive Firm for the scope of work set forth, the firm shall possess at minimum one of the following licenses, depending on the discipline specific category the firm is applying for; to be included in their Proposal:



- State of Florida Professional Engineer's license
- State of Florida Architect's license
- State of Florida Registered Landscape Architect license
- Certification from the American Institute of Certified Planners (AICP).
- At a minimum, Respondents must have at least one (1) team member accredited in the United States Green Building Council Leadership in Energy and Environmental Design (LEED).
- Testing laboratories must be certified by the Construction Materials Engineering Council (CMEC) and adhere to the American Concrete Institute (ACI) and the American Society for Testing and Material (ASTM) specifications.
- The successful firms must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

## **2.7 PERFORMANCE AND PAYMENT BOND**

Intentionally Omitted

## **2.8 BID BOND**

Intentionally Omitted

## **2.9 DELIVERY**

Intentionally Omitted

## **2.10 INSURANCE**

Upon City's notification, the Firm shall furnish to the City, Certificates of Insurance that indicate that insurance coverage has been obtained, which meet the requirements as outlined below:

### **2.10.1 Comprehensive General Liability Insurance**

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. Coverage





must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Ongoing Completed Operations – on a primary and non-contributory basis including waiver of subrogation on behalf of the City of Sunny Isles Beach.
- Independent Contractors
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold
- Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

#### **2.10.2 Umbrella Insurance**

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Umbrella Liability Insurance above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and annual aggregate per occurrence during the initial and any renewal term of this Agreement.

#### **2.10.3 Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars (\$1,000,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

#### **2.10.4 Professional Liability Insurance**

Professional Liability Insurance including Errors and Omissions with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

#### **2.10.5 Cancellation and Re-Insurance**



If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Firm shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Firm and must be approved by the City. At the option of the City, either the Firm shall eliminate or reduce such deductible or the Firm shall procure a Bond, in a form satisfactory to the City, covering the same.

#### **2.10.6 Errors and Omissions Liability**

Errors and Omissions Liability insurance with minimum coverage limits of \$1,000,000.00 each occurrence. 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.

#### **2.10.7 General**

City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of any Contract the parties enter into, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a subconsultant, Consultant shall ensure that subconsultant names City as an additionally insured.

**NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE. THE COI MUST REMAIN ACTIVE DURING THE TERM OF THE CONTRACT.**

#### **2.11 NO CONTINGENT FEES**

Florida Statute 287.055(6)(a) requires the following statement, duly signed and notarized, be included in each submittal:

*"The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or*



*secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement."*

By signing and submitting its Proposal the Proposer hereby certifies that it is in compliance with Florida Statute 287.055(6)(a) regarding contingent fees.

## **2.12 FEDERAL AND STATE REGULATIONS**

The successful Firm shall comply with all federal, state and local rules and regulations, and any other laws that would apply to operating a similar type of business.

The selected firm(s) will be responsible for obtaining all Federal, State and local permits and / or approvals from Miami-Dade Water and Sewer, DERM, Environmental, HRS, Miami-Dade Public Works, South Florida Water Management District (SFWMD) the Florida Department of Transportation (FDOT) as necessary and all City of Sunny Isles Beach Building Department permits necessary for the construction of the projects. Firms may also be required to provide consulting services to the City on various matters which do not result in drawings, specifications or construction documents.

## **2.13 BASIS OF COMPENSATION**

### **NO SCHEDULE OF FEES SHALL BE SUBMITTED WITH THIS RFO SUBMITTAL.**

If firm is awarded a Notice to Proceed and/or a Purchase Order, the Consultants agrees to perform the Professional Services for either:

The Hourly Labor Rate as set forth, with a negotiated upset limit. The Consultant shall be entitled to receive reimbursement for expenses at the Consultant's exact cost, which the allowed costs have been included in Firm's fee proposal for each project and approved by the City; or,

A negotiated lump sum fee based on the rates set forth plus approved Reimbursable Expenses. Approved Reimbursable Expenses shall be paid to the Firm at exact cost, and upon proof of payment by Firm. Anticipated Reimbursable Expenses shall be included with Firm original fee proposal.

Firm agrees to keep, furnish, and support statements with copies of invoices, statements of times expended, and other supporting documentation as the City may require. Statements for fees based on Hourly Rates will be rendered monthly as the work progresses or as otherwise agreed upon. Reimbursable expenses will be invoiced monthly



at cost, as the work progresses, or as otherwise agreed upon. Such documentation and records will be available at all reasonable times for examination and audit by the City. Incomplete or incorrect entries in such books and records shall be immediately corrected or completed upon being called to the attention of the Firm. Said books and records for each project shall be kept for a period of five years after the completion of all work to be performed on such project, pursuant to the agreement.

## 2.14 Payment

The City will make monthly payments to the Firm based on the percentage of completion of consultant's work, or as otherwise agreed upon. The invoice shall include the following information:

- a) Invoice number for the Project, Name of Project, and date;
- b) The Firm's lump sum or negotiated upset limit fee;
- c) Percent of work completed, or employees name, titles, direct labor rates, and multiplier;
- d) Amount earned;
- e) Amount previously billed;
- f) Amount due this invoice;
- g) Retention, if applicable;
- h) Balance remaining;
- i) Attached list of reimbursable with appropriate receipts;
- j) Summary of work done this billing period.

When the Project involves bidding and construction or demolition, the Project, and subsequent payments shall be divided into a minimum of three components -Design, Bidding, and Construction.

Invoices should be e-mailed to [AccountsPayable@sibfl.net](mailto:AccountsPayable@sibfl.net).

## 2.15 USE OF SUB-CONSULTANT(S)

If one or more sub-consultant are to be used, the sub-consultant **must** be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of sub-consultant(s) in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any sub-consultant. No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent. The successful firm shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.





## **2.16 NON EXCLUSIVE CONTRACT**

Firm agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another supplier at the City's sole option.

## **2.17 EXCEPTIONS TO RFQ**

Firms must clearly indicate any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the consultant to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

## **2.18 CLARIFICATIONS / DISCUSSIONS**

The City may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, the City reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award.

## **2.19 PROPRIETARY RIGHTS**

A. The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, sub-consultants and suppliers may use only in connection with the performance of Services under the Agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, sub-consultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods,



specifications and other documentation related thereto developed by the Consultant and its sub-consultants specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

## **2.20 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 217.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.135.

## **2.21 PUBLIC RECORDS**

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**

**END OF SECTION**



## Section 3 Scope of Services / Technical Specifications

### 3.0 SCOPE OF SERVICES

A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, and for a study activity if the fee for each individual study under the contract does not exceed \$500,000.

Firms have the option to qualify for one or more disciplines. Each selected firm may enter into a multi-year contract with the City. After award of contract as each project is identified, the awarded firm within the required discipline(s) will be requested to submit cost. Award of a consultant does not guarantee any future work to be awarded. Services may be required for a full range of municipal projects including the acquisition, operation or improvement of City lands, buildings, facilities, utilities and roads, building and structural evaluations to determine building capacity, development options or other related services, conceptual preforms and development analysis, re-use or alternative use analysis on existing buildings, project design, design drawings and cost estimates, project scope development for formally solicitations and other contractual services, permitting and planning assistance.

#### **The Respondent shall perform functions including, but not limited to the following:**

Listed below are the categories covered by this Request for Qualifications for Continuing Services. The disciplines and groupings listed herein are not all-inclusive of all the services that may be required by the City during the term of this contract. Responses to this Request for Qualifications shall indicate each category for which the respondent wishes to be considered:

1 - **ARCHITECTS** – Services shall include, but shall not be limited to: study phase, design, plan review, cost estimating, interior design, landscape design, space planning and constructions phase services for miscellaneous renovations, additions, and new construction projects. Provide general consultation, conceptual plans, master planning, structural engineering design, technical specifications, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other architectural services including but not limited to city facilities repair, renovation and new construction.

2 - **CIVIL ENGINEERS** - Provide general engineering services such as feasibility study, planning, design, construction documents preparation, bidding services, construction administration and inspection services (CEI), cost estimate and permitting for the roadway & drainage improvement, stormwater wells to pressurized wells by adding pumps, water distribution system, wastewater



collection system and other Civil Engineering projects, which may include roads, bridges, pipelines, structural components of buildings. The General Civil Engineering Services provided shall be in compliance with Federal, State and local Regulatory Agencies. Provide general consultation, street engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other street engineering services including but not limited to field inspections, structural analysis, reports and recommendations for the repair and / or replacement of the city's facilities.

3 - **ELECTRICAL ENGINEERS** - Provide general consultation, electrical engineering design, technical specification, construction documents, bidding services, construction administration services, on-site representation, cost estimates and other electrical engineering services including but not limited to street lighting, sport field lighting and the repair and / or replacement of the electrical systems in other city facilities.

4 – **SURVEYORS AND MAPPING** -Services shall include, but shall not be limited to: design survey services relating to meets and bounds, topography, elevation certificates, GPS data collection and related work. Experience working with regulatory agencies such as Dade County Traffic Engineering Division, Dade County Highway Construction and Engineering Division, and the Florida Department of Transportation.

5 - **LEAK DETECTION STUDIES** - Consulting services shall include, but not limited to: development and implementation of leak detection studies, survey and audit phases of water distribution system leaks, water conservation analysis, recommendations and related work.

6 - **MECHANICAL, HVAC & PLUMBING ENGINEERS** - Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to mechanical working drawings, HVAC working drawings, and plumbing drawings, construction drawings, and related miscellaneous work.

7. **GEOTECHNICAL SERVICES** - Provide general consultation, Geotechnical testing services and reports, on- site representation and service to secure Geotechnical Services for the City of Sunny Isles Beach. Required consultation services may include compliance with all applicable Federal, State, and Local Regulatory Agencies. Firm shall assess any coastal geotechnical hazards found within City limits. Methodology may include the development of a qualitative loss estimation system which utilizes geotechnical field mapping observations and shoreline retreat predictions to estimate the exposition of critical infrastructure to hazards posed by shoreline erosion.

8. **STRUCTURAL ENGINEERING SERVICES** – The projects include, but are not limited to, structural inspection, condition assessment, evaluation of structural integrity, developing master plans, designing new structures with complete replacement phasing stages, and designing the rehabilitation and strengthening of existing structures using conventional and advanced materials, such as composites and fiber reinforced polymers. Nondestructive testing, under water inspection,





nonlinear finite element analysis, and integrity assessment of structural elements. Design of repair/strengthening techniques and development of construction documents for all types of structures such as, buildings, bridges, seawalls, and water and wastewater plant structures.

**9. ENVIRONMENTAL ENGINEERING** – Including but not limited to: monitoring and mitigation, environmental studies and reports. The Consultant shall provide design, construction documents, construction administration and various reports for environmental engineering related projects. Consultant shall apply for, process and obtain permits from various environmental regulatory agencies, including, but not limited to Department for Environmental Resources Management (DERM), Department of Environmental Protection (DEP), and Army Corps of Engineers (ACOE) for City projects.

## **10. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**

Construction Engineering and Inspection (CEI) services to include contract administration, inspection, and materials sampling and testing.

It shall be the responsibility of the CEI Consultant to administer, monitor, and inspect Construction Contracts such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report discrepancies to the City, and direct the Contractor to correct such observed discrepancies. Inform the designated CITY project personnel of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

### **3.0.1 CONTINUED**

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, 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 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 and planning services will be funded through the Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), Florida Inland Navigation District (FIND), or other federal and state granting authorities. All federal and state regulations pertaining to any grant related project shall apply.

### **3.1 SELECTION OF CONSULTANT FOR CONSULTING SERVICES**

All selected firms shall be placed on a pre-qualified list for the disciplines they have been selected under. The City, at its discretion, shall use the list to select a consultant to engage for the particular services required. If the selected Consultant does not accept the order, or if the City in its sole discretion determines the Consultant cannot perform the work, or is not the most qualified, another Consultant shall be offered the order, and this process shall be repeated until an order is accepted.

### **3.2 REQUIREMENTS OF THE CONSULTANTS**

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work.

The selected firm(s) will be responsible for reviewing existing Miami -Dade County, City of Sunny Isles Beach Codes, Resolutions and Ordinances and State of Florida Building Codes and for incorporating data into complete construction documents including final construction plans (working drawings), technical specifications, construction estimates, and related bid documents necessary for the bidding and construction of the projects.

The selected firm(s) will be responsible for obtaining all Federal, State and local permits and / or approvals from Miami-Dade Water and Sewer, DERM, Environmental, HRS, Miami-Dade Public Works, the Florida Department of Transportation (FDOT) as necessary and all City of City of Sunny Isles Beach Building permits necessary for the construction of the projects. Firms may also be required to provide review and consulting services to the City on various matters which do not result in drawings, specifications or construction documents.

The respondent shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, to the extent caused by the negligence recklessness, or intentionally wrongful conduct of the respondent in the performance of the contracted services.



### **3.3 CONTINUING CONTRACT SERVICES**

The contracts will be awarded on a qualification basis for each discipline. The Agreement will provide for the fees for services, which Consultant shall charge the City and shall be scope specific. The City will request a schedule of fees based on a detailed scope of work for specific projects. The Consultant's proposal shall further define the scope of work, project timing, fees reimbursable and sub-consultants. The Consultant's proposal will either be approved, rejected, or negotiated by the City. A written Notice to Proceed which may be in the form of a Purchase Order will be issued before work starts. Consultant shall begin no work without a signed Purchase Order.

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.

#### **Study and Report Phase**

Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project. Evaluate various alternate solutions available to the City if described in the Request for Quotation. After consultation with the City, recommend to City those solutions which, in Consultant's professional judgment, best meet City's requirements for the Project.

Once agreement is in place, prepare a Report. This Report will be accompanied by Consultant's estimate of Total Project Cost for each solution which is recommended for the Project, itemized as follows: estimate of Total Construction Cost, allowances for contingencies, total cost of services provided by Consultant, and allowances for other items and services included within the definition of Total Project Costs and identified by the City. Furnish the Report to and review it with the City. Revise the report in response to the City's comments, as appropriate. Furnish ten final copies of the Report within the stipulated period indicated in the Request for Quotation and Proposal.

#### **Preliminary Design Phase**

On the basis of selection by the City of the recommended solution, or modified solution agreed upon by City and Consultant, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.



Based on the information contained in the Preliminary Design documents, submit a revised estimate of Total Construction Cost, and any adjustment to Total Project Cost known to Consultant.

Furnish Preliminary Design documents to and review them with the City within the stipulated period indicated in the Request for Quotation and Proposal.

For the purpose of payment to the Consultant, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the City as complete.

### **Final Design/Construction Documents Phase**

If the Project involves construction or demolition, the Consultant shall prepare, standard approved Preliminary Designs, modifications, estimated Construction Cost, Construction Documents consisting of working drawings and specifications setting forth in detail the work required for the architectural, civil, transportation, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The Consultant shall submit to the City ten copies of the Construction Documents, and a further revised Estimate of Total Construction Cost.

Prior to final approval of the Construction Documents by the CITY, the Consultant shall conduct a preliminary check of any Work products to insure compliance with requirements of any County, City, State, or Federal agency from which a permit or other approval is required. Consultant shall prepare all support documents to accompany any necessary permit applications. Consultant shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify" at no additional cost to the CITY, Construction Documents in order to acquire the necessary permits.

The CONSULTANT shall signify their responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes. If requested, Consultant shall review and analyze the bids received by the CITY, and shall make a recommendation for award based on the CITY'S Purchasing Ordinance.

Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the Consultant shall redesign with no additional cost to the CITY.





Consultant shall provide to the City, and fee shall include, specifications on a disc or flash drive, and drawings and as-built on the latest version of AutoCAD or other media as required by the City.

CONSULTANT'S services under the construction Document Phase will be considered partially complete when the bid documents are delivered to and accepted by the City, and finally complete when the CADD drawings in. Estimates of Construction Costs - CONSULTANT'S estimates of Construction Cost provided for herein are to be made on the basis of industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

### **BIDDING PHASE**

The Consultant shall attend all pre-bid conferences, prepare and distribute minutes. The Consultant shall issue Addenda through the City's Purchasing Administrator as appropriate to clarify, correct, or change Bid Documents.

If Pre-Qualification of bidders is required as set forth in the Invitation to Bid, Consultant shall assist City in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.

If requested, Consultant shall evaluate bids and bidders, and recommend award to the City. For the purpose of payment to the Consultant, the Bidding Phase will terminate and the services of the Consultant will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the City prior to signing of agreement with a Contractor. Rejection of bids by the City does not constitute cancellation of the project.

### **Construction/Demolition Phase - General Administration of Construction Document**

Consultant shall endeavor to guard the City against defects and deficiencies in the work of Contractors, and make written recommendation to the City that work fails to conform to the Construction Documents. Based on such inspections, and the Contractor's Applications for Payment, he will recommend the amount owing to the Contractor, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the City, based on such inspections and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate for Payment, the Consultant will also represent to the City that, to the best of his know ledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. The Consultant will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment



provided by Consultant shall be sufficient to provide all certifications required by City, County, State, and Federal Agencies.

The Consultant shall revise the Construction Drawings and submit as-built or corrected CADD drawings to the City to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor.

The Consultant shall prepare construction Change Orders for the City's approval. Consultant shall not authorize any changes in SERVICES or time, no matter how minor, without prior written approval of City. Should Consultant approve progress payments to Contractor in excess of the value of the Work performed, and the Contractor defaults. Leaving insufficient funds to complete the Work, Consultant shall reimburse the City for the difference between the amount of the progress payment actually approved and the amount which should have been approved.

**END OF SECTION**



## Section 4

### Evaluation Process

#### 4.1 INSTRUCTIONS TO RESPONDENTS

Each submission will be reviewed to determine if the qualifications are responsive to the outlined requirements in the solicitation. A responsive submission is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the submission being deemed non-responsive. By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFQ and agreement by the City of Sunny Isles Beach.

#### 4.2 Technical Qualifications

Submissions shall include the following:

1.	Firm's relevant experience, qualifications and past performance with Government and similar type projects.
2.	Relevant experience and qualifications of key personnel
3.	Firm's approach methodology to providing the services requested in this solicitation.

##### 4.2.1 MINIMUM REQUIREMENTS

In order to be considered responsive, Firms shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their Submission. All requested documentation and/or information should be provided in the submission to confirm that the firm has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Firms failing to meet these requirements shall be deemed non responsive. The Firm shall, at the time of submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Firms must have, as a prime project manager, a minimum of 10 years of experience in projects of similar size and scope.



#### **4.3 EVALUATION, NEGOTIATION AND AWARD**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFQ. A responsive proposal is one which follows the requirements of this solicitation and includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

Firms submitting a proposal to this RFQ shall include detailed information addressing the following criteria:

<b>Evaluation Criteria</b>
Professional Qualifications, the respondent shall be licensed to do business in the State of Florida. Specific project experience relating to local Government, and similar type projects providing services of the type required by this RFQ
Size of workforce, workload and availability of personnel per location
Financial stability and past record
Ability to complete projects on schedule and within budget
Is firm or sub-consultant a certified minority business enterprise
References

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFQ procedures, and to accept or reject any item or combinations of items. The award will be to the firms whose submittal complies with all material requirements set forth in this RFQ and who is the most qualified in the sole discretion of the City, taking into consideration all aspects of the firm's response.

**END OF SECTION**





## Section 5 Request for Qualification Format

### 5.0 FORMAT

Firms interested in performing these professional services must display considerable relevant experience with the specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

Submittals shall be submitted in duplicate. Submit one (1) original, four (4) copies and one (1) electronic copy of the submittal on USB Drive or CD.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified:

#### **LABEL EACH SECTION AS NUMBERED**

##### **A. Title Page**

Show the name of respondent's agency/firm, address, telephone number, name of project manager, date, and the RFQ number and title.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Cover Letter and Executive Summary**

The person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources should sign this letter. Summarize the respondent's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being submitted. This section should summarize the key points of your submittal including the criteria's you are applying for.

In addition, include a statement that your firm understands that if selected, your firm is willing to meet any location, budget, or task orders.

Provide a synopsis of your firm's current workload and how it will/will not impact the project. Indicate your firm's capability to perform the additional work associated with a contract resulting from this RFQ within the required time frame.

Firms shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and



permits required under federal, state and local laws necessary to perform the services. Give the name of the person(s) who will be authorized to make representations for the Firm, including their title, business address and telephone number.

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified MBE, describe your company's previous efforts, as well as planned efforts in meeting MBE procurement goals under Florida Statutes 287.09451.

#### **D. Project Approach and Understanding**

This section shall define the services Firm is proposing to the City that will best meet the criteria specified in the Scope of Services for the project. State the Firm's project management plan, interpretation of the scope, and the method of approach. In addition, provide a description of innovative concepts proposed to enhance value, quality, and to control cost and schedule.

#### **E. Qualification Information and Assigned Personnel**

Include any additional information which might enhance the City's understanding of the Firm and its capabilities, adequacy and pertinent experience of key personnel, past record, projects experience, financial stability, size of workforce, availability of personnel per location, local permitting experience, performance records, additional references and ability to complete projects on schedule and within budget.

You must include certifications, such as the American Institute of Certified Planners (AICP), registrations, trainings, awards, memberships, and letters of recommendation. State if the Firm is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and copies of key staff PE licenses. The City will accept State of Florida Certifications.

1- Form SF330, include Part I and Part II. PDF format is acceptable.

2- State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity and copies of key staff PE licenses. The City will accept State of Florida Certifications.

#### **F. Firm References and Similar Work Completed**

This section shall provide the number of years of experience of the Firm in the specified work areas and examples of similar services with applicable reference information, with emphasis on similar government projects and/or services in similar climates. Respondents



must submit a Qualification Statement. Respondents must provide at least three (3) references of work within the last (5) years, preferably from government agencies. Do not include in your references any former or current employee of the City. Provide a resume for all proposed personnel on the Respondent's team that will be assigned to the Contract to meet the requirements of the Solicitation documents. The resume shall concentrate on the person's experience and qualifications as it relates to the requirements for the services. Concentrate only on those services rendered by the Firm within the past ten (10) years, which mostly match the scope of services.

Please indicate which team members were part of the referenced service and will be a part of the City's team. Indicate whether the experience was with the current Firm or a past employer. In all illustrations of experience, indicate specifically the nature and extent of the work performed by the individuals or firms on prior similar services. The title and a brief description of each project and/or service shall include:

- a. Client Name, Address, Contact, Phone and Fax Numbers and valid e-mail address;
- b. Project Title;
- c. Description of work performed, including the project location; and
- d. Year completed.
- e. Past 5 years copies of executed agreements made between your firm and local municipalities, with a scope similar to this RFQ.

If sub-consultants are a part of the proposed work plan, include items A through E for each firm, including an organizational chart showing the relationship between the responding firm and the sub firm(s).

#### **G. Corporate Standing and Authorized Signatory**

Respondent must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the respondent to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. The respondent must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the respondent must provide one of the following forms of evidence of Signatory Authority with its response:

- a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;
- b. A copy of a resolution listing the members of staff as authorized signatories for the firm; and
- c. A letter from a corporate officer listing the members of staff that are authorized signatories for the firm.



## H. Forms and Attachments

- a. Enclosed Forms;
- b. Respondent must complete, sign as required, and submit the Addenda and all forms in the following Section 6 as part of its submittal;
- c. Firm's Current Certificate(s) of Insurance; and
- d. Respondent shall download required electronic forms on the City's page for this procurement item and/or on DemandStar.com
- e. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of their requisite Licenses as outlined in section 3.1.

**END OF SECTION**





**DELIVER TO:**  
City of Sunny Isles Beach  
City Clerk  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160

**REQUEST FOR  
QUALIFICATIONS  
SECTION 6  
RESPONDENT SUBMITTAL  
FORMS**

**OPENING: 2:30 P.M.  
Tuesday, August 11,  
2020**

**NOTE:** City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

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Issued by:	Purchasing Agent <b>Genesis Cuevas</b>	Date Issued: <b>Wednesday, July 8, 2020</b>	This Qualification Submittal Consists of all required forms, including SF330, Questionnaires, Acknowledgements and Affidavits
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Submissions are subject to the Terms and Conditions of this Request for Qualifications and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing services described in the accompanying Submittal Requirement.

**RFQ No. 20-07-01**

**Continuing Contract for Professional Services CCNA**

*Firm Name*

*Commodity Code(s):* \_\_\_\_\_

**RETURN ONE ORIGINAL AND FOUR COPIES OF QUALIFICATION SUBMITTAL PAGES AND  
AFFIDAVITS**

**FAILURE TO SIGN PAGE 38 OF SECTION 6 QUALIFICATION SUBMITTAL WILL RENDER YOUR  
SUBMISSION NON-RESPONSIVE**



## 6.1 ACKNOWLEDGEMENT FORM

### NAME OF COMPANY:

\_\_\_\_\_  
(Name of company submitting RFQ)

### CHECK CATEGORY (CATEGORIES) YOU ARE APPLYING FOR:

1- ARCHITECTS \_\_

2- CIVIL ENGINEERS\_\_

3- ELECTRICAL ENGINEERS\_\_\_\_

4- SURVEYORS AND MAPPING\_\_

5- LEAK DETECTION STUDIES\_\_

6- MECHANICAL, HVAC & PLUMBING ENGINEERS\_\_\_\_

7 - GEOTECHNICAL\_\_\_\_

8 – STRUCUTRAL ENGINEERS\_\_\_\_

9 – ENVIRONMENTAL ENGINEERS\_\_\_\_\_

10. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES\_\_\_\_\_



## REQUIRED FORMS

### PRIME FIRM

Role	Name of Individual Assigned to Project	Number of Years' Experience	Education, Degree
Principle-in-Charge:			
Project Manager			
Asst. Project Manager			
Other Key Member			
Other Key Member			

### REFERENCES

Name	Firm Providing Reference	Phone #	Email Address



**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFQ

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_





**RESPONDENT SUBMITTAL FORM**  
**RFQ 20-07-01 Continuing Professional Consulting Services (CCNA)**

The undersigned Firm proposes and agrees, if this submission is accepted, to enter into an agreement with the City of Sunny Isles Beach to perform and furnish all Services as specified or indicated in the Contract Documents.

The Firm accepts all of the terms and conditions of this Request for Qualifications. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Firm agrees to sign and submit the Agreement and other documents as required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this response, the Firm represents, as more fully set forth in the Agreement, that:

- The Firm has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Firm has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Firm has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Firm.
- This solicitation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Firm has not directly or indirectly induced or solicited any other Firms to submit a false or sham Bid; the Firm has not solicited or induced any person, firm or corporation to refrain from Bidding; and Firm has not sought by collusion to obtain for itself any advantage over any other Firms or over the City.

The City and the successful Firm will establish completion times for the services described in this Request for Qualifications and the successful Firm agrees that the services will be completed within the time frames agreed upon and stipulated in the individual Notice to Proceed.



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

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

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_/\_/\_

*\* "By signing this document the Responder agrees to all Terms*

**Signature:**

\_\_\_\_\_  
(Signature of authorized agent)

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

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

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF FIRM TO BE BOUND BY THE TERMS OF ITS SUBMISSION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMISSION NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY SUBMISSION THAT INCLUDES AN EXECUTED DOCUMENT, WHICH UNEQUIVOCALLY BINDS THE FIRM TO THE TERMS OF ITS OFFER.**



## ATTACHMENT



# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

## INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.



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Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section G. Key Personnel Participation in Example Projects.**

**Section H. Additional Information.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

**Section I. Authorized Representative.**

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

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## Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer



**List of Experience Categories (*Profile Codes*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams ( <i>Concrete; Arch</i> )	H09	Hospital & Medical Facilities
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization ( <i>Process &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

**List of Experience Categories (*Profile Codes continued*)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

*(Attached)*



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--------------------------------------------------	---------------------------------------------------------------------

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



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**H. ADDITIONAL INFORMATION**

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30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

33. NAME AND TITLE







## AFFIDAVITS







## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State 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 Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

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

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

11.2. 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 or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership 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 prime 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.

**11.5.** I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_





EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

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

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I \_\_\_\_\_ am \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, RFQ No. \_\_\_\_\_ described as: RFQ Professional services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**



## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

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

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

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

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date