



CITY OF LEESBURG
FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION **PROFESSIONAL ENGINEERING SERVICES**
TITLE: **Electrical Engineering Services (Utility)**

Solicitation Number: <u>120083</u>	Contracting Buyer: <u>Armida Jones</u>
Due Date: <u>March 1, 2012</u>	Pre-Proposal Meeting: <u>Not Applicable</u>
Due Time: <u>2:00 P.M.</u>	Issue Date: <u>January 30, 2012</u>

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Access to RFQ and Related Materials

The City will make the RFQ and all related attachments available to interested firms through <https://www.bidsync.com/>. This website is the official point of distribution for this and all other formal solicitations issued by the City.

Interested parties may visit the Bidsync.com website to access this RFQ. Registration is not required but strongly encouraged. There is NO COST to register as a vendor/supplier with Bidsync.com. Registration with BidSYNC will permit firms to be notified of any additions or changes to the RFQ document and any additional information made available.

INTRODUCTION

The City of Leesburg, Florida (City) is seeking Requests for Qualifications from interested and qualified firms, hereinafter referred to as the Professional, Offeror, or Respondent to provide Professional Electrical Engineering Services on a continuing basis for Electric Utility Distribution and Substation Engineering.

This Request for Qualifications (RFQ) will be conducted in accordance with State of Florida Statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA).

SECTION 1 – SPECIAL TERMS AND CONDITIONS

1. **Designated Procurement Representative** - Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted.] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than seven (7) working days before the bid opening date.

Armida Jones, Buyer

City of Leesburg - Purchasing Department, 204 N. 5th Street, Leesburg, FL 34748

Phone: 352-728-9880 | Fax: 352-326-6618 | E-mail: purch@leesburgflorida.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division.

2. **Communication With Interested Parties** - In the event it becomes necessary to make changes to the Calendar of Events, provide additional clarifying data or information, revise any part of this RFQ, or provide a record of questions and answers, the procurement representative will post the items on-line at BidSYNC. Registered vendors will receive notification of any new postings or additions to the BidSYNC RFQ posting.
3. **Exparte Communication** - Please note that to insure the proper and fair evaluation of a submittal, the City of Leesburg prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to any City employee, representative or official other than the designated procurement representative prior to the time of award by City Commission has been made. Communication between Respondent and the City will be initiated by the designated procurement representative in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation or any future proposal.
4. **Delivery of Solicitation Response** - To be considered for award, a proposal must be received and recorded in the Purchasing Division prior to the date and time established within the solicitation and any addenda. Allow sufficient time for delivery to the Purchasing Division.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Securely seal your submission in an opaque envelope or package to provide confidentiality prior to the solicitation opening. Fax or e-mail submissions will not be accepted.

Delivery IN PERSON	THIRD PARTY CARRIER ie, Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FL 34748	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

5. **Office Hours**

Office Hours for the Purchasing Division are:

- Monday through Friday
- 8:00 am to Noon and 1:00 pm to 4:30 pm (Closed Noon to 1:00 pm)

6. **Recording of Proposals**

The City will NOT hold a public opening of the proposals received. Within 24 hours of the proposal due date and time the Purchasing Division will prepare and make available a ‘List of Respondents.’ The list will include the names and addresses of those companies that submitted a response to the RFQ.

7. **Availability of Proposals and Related Information**

Florida State Statute affords government agencies a defined amount of time to review proposals and related information before the information is subject to Florida Public Records statutes. The applicable statute is included here:

“Florida Statute 119.071 (b)1.a. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier.”

8. **Terms of Agreement** - The performance period of any contract resulting from this solicitation will form a “continuing contract” and will commence on the date of approval of the contract by the Leesburg City Commission. Actual start of performance is contingent upon the completion and submittal of all required award-related documents. The initial contract term shall be three (3) years. The Schedule of Fees resultant from this solicitation shall prevail for the full duration of the total contract term unless otherwise indicated elsewhere in this document.

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for a term not exceeding the original term of the Agreement. The vendor shall maintain, for the entirety of the stated additional period(s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

9. **Authorized Work** – Work requested under a resulting Continuing Services Agreement will be authorized by execution of a Task Order with the Professional. Pricing for the Scope of Services covered under the Task Order will be priced and detailed according to the Schedule of Fees.
10. **Prior Approval** - Services shall not be rendered nor remunerated which have not received prior coordination and approval from the City in the form of a signed purchase order. The purchase order with a fully executed task order is the Professionals authorization to proceed with the services.
11. **Key Personnel** - The City reserves the right to discontinue (terminate) any contract awarded under this RFQ, when key personnel identified by the SF330 – Section E, are not available. Substitution may only occur with advance approval by the appropriate City official. Substitute personnel shall have equal or greater education and experience.
12. **Subcontractors** - The City of Leesburg reserves the right to approve all subcontractors for this contract. If subcontractors are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main contractor exclusively. Subcontractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Leesburg.
13. **Basis of Award** - Award will be made according to State of Florida statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA). Firms are ranked according to the evaluation results. The City will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary. The City intends to award any subsequent contract to a single vendor.
14. **Claim for Payment** - All invoices shall contain the purchase order number, task order number, project title, description of services provided and confirmation of acceptance of the services by the appropriate City representative.

Failure to submit invoices in a manner acceptable to the City will delay payment. Invoices for grant funded projects must be in a format acceptable to the City and the granting agency.

A payment schedule based on milestones will be included in any resulting Agreement. Payments shall not be made more than once per month and shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

15. **Qualifications** - The consulting firm must have in house staff that are registered and licensed in the State of Florida for the required professional disciplines. The FIRM must have a record of successfully completing similar work for no less than the past 5 years and detailed appropriately in the SF330 provided.

When completing SF330 for key personnel, be sure to include their experience on similar projects.

The appropriate SF330 must also be completed and submitted for any sub-consultants you anticipate assigning to this project.

16. **Prior City Work** - If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references and presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.
17. **Proprietary and Confidential Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain.

Marking information as proprietary or confidential does not guarantee confidentiality. The City may have to disclose such information if required by law or court ruling and that in the event of a legal challenge to the confidentiality of any item marked as such the Respondent will be expected to defend its claim of confidentiality and indemnify the City against any expenses it incurs due to a challenge.

However, the proposers are requested to **IDENTIFY SPECIFICALLY** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A Responder marking, labeling or declaring their entire proposal ‘Confidential and Proprietary’ may be cause for disqualification.

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

By submission of a response to this RFQ the responder agrees to hold harmless the City of Leesburg should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

18. **Local Business Enterprise (LBE) Policy** - The City does have a Local Business Enterprise Policy. The full policy can be viewed at the following URL.
http://leesburgflorida.gov/pdf/purchasing/Res8493_LBEPolicy.pdf . This solicitation will award 5 points to responding firms that qualify as a local vendor as defined in the policy. The City would realize a benefit from firms located closer to downtown Leesburg.
19. **Method of Evaluation** – The City of Leesburg will evaluate submittals using the scoring criteria detailed in this document and in accordance with State of Florida Statute 287.055 – “The Consultants Competitive Negotiation Act.”

The City of Leesburg reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

Should an agreement not be reached with the number one ranked firm the City will begin negotiations with the number two ranked firm. If an agreement cannot be reached with the number two ranked firm the City will begin negotiations with the number three ranked firm.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

The City reserves the right to apply a short list process in order to create a manageable number of responses for evaluation. Necessity to create a short list will be determined based on the number of responses received.

20. **Cost and Pricing** – Do not include cost or pricing elements in your proposal. Firms are evaluated and selected based on their qualifications per Florida Statute 287.055. Cost and pricing are not considered during the evaluation process. Cost and Pricing will be requested during the negotiation process.
21. **Ranking Methodology** - An evaluator will award no more than the maximum number of points for each of the evaluation criteria listed here. The total points awarded for by each evaluator will be totaled for each firm. Based on the total points for each firm by each evaluator the firms will be assigned an ordinal ranking, ie, 1, 2, 3, 4 . . .

The ordinal ranking for each firm by each evaluator will be added together. This number will then be used to assign a final ordinal ranking. This method has been proven reliable in 'leveling' any firms being evaluated significantly higher than the other evaluators for the same firm.

22. **Method of Award** – The City anticipates awarding to a primary firm and secondary firm. Should award be made to two firms they will be the number one and number two ranked firms or those firms in ranked order where negotiations are successful. The secondary firm would be used in instances where the workload of the primary firm would prevent it from meeting timeline requirements for City requested work.
23. **Guarantee of Work** – Award and execution of an Agreement is not a guarantee of services being ordered by the City under the Agreement. The City anticipates the need for professional services under the Agreement but cannot guarantee such work will be ordered.

24. **Evaluation Criteria** - Ranking is based solely on the firms' qualifications. The responding firms will be evaluated and ranked by the evaluation committee members. Evaluation points are assigned as follows:

EVALUATION CRITERIA	MAX. POINTS
<p>Firm's past experience on electric utility projects</p> <ul style="list-style-type: none"> • Experience working with electric utilities on an as needed engineering basis. • Experience with work in substations including equipment analysis and configuration • Experience with distribution system analysis and recommending changes or improvements • Experience with Protection and Control Integration • Experience with numerical relay programming and integration • Experience with Communication Protocols to include DNP3, ModBus and IEC 61850 • Experience with Communication system installation and integration, Fiber Optic, Serial Radio, TCP/IP • Demonstrated work with Smart Grid technology and projects. Including but not limited to distribution automation. 	30 points
<p>Experience of key personnel</p> <ul style="list-style-type: none"> • Number of years experience in electrical engineering for electric utilities • Number of years with current firm • Past project experience 	25 Points
<p>Evaluation of Statement of Approach</p> <ul style="list-style-type: none"> • Addressing each of the requested items • Approach used for each item 	25 points
<p>Overall impression of the firm and its capabilities</p>	15 points
<p>Location of Firm - Closest firm to Leesburg City Hall will receive the maximum points in this item. Others will be prorated.</p>	5 points

The City does not anticipate presentations from respondents will be necessary. However, the City reserves the right to use presentations as a means to determine the final ranking of responding firms. The need for presentations will be made by the Technical Evaluation Panel. Presentations, if requested, are made at the expense of the presenting firm.

SECTION 2 – STATEMENT OF WORK

25. **Background Information**

The Leesburg Electric Department is one of Central Florida's most innovative utilities providing affordable and dependable power to more than 23,000 customers. We soon will begin the largest advancement in our 84-year-history as we provide every customer with state-of-the-art technology to conserve electricity and to lower their utility bills.

The City of Leesburg electric system consists of 5 distribution substations, and 367 miles of 12,470 Volt distribution lines, of which 130 miles (35%) are underground circuits, serving approximately 22,000 active customers (23,000 locations served.) The City of Leesburg purchases power from the Florida Municipal Power Agency (FMPA) as an all-requirements member. FMPA was created pursuant to Florida Statutes Chapter 163, Parts I and II ("The Interlocal Act" and "The Joint Power Act") which, among other provisions, provides a means for Florida municipal corporations to cooperate with each other to provide for their present and future energy needs. The agreement has an evergreen minimum term of thirty years, which is achieved by annual automatic extensions of an additional year each October 1. The power rates and rate methodology that FMPA uses to charge the City are set and amended, from time to time, by majority action of the FMPA Executive Committee, which is composed of 14 FMPA member system representatives, including a representative of the City.

The City operates no generation facilities, but does own an undivided 0.8244% interest in and generation entitlement share from Crystal River Unit 3, a nuclear steam electric generating unit. Progress Energy-Florida (PEF) owns 90% of Crystal River Unit 3 and is the plan operator. The City acquired its share of the facilities in 1975. Non-operating owners are entitled to energy output of the unit based upon their respective generation entitlement share. Operation costs are paid monthly in proportion to the entitlement share. Nuclear fuel payments are required of participants in advance.

The City, through FMPA, negotiated an agreement with Florida Power and Light Company (FPL) guaranteeing the City the right to purchase up to 1.716 megawatts of generating capacity from the St. Lucie Number 2 nuclear generating plant. This plant became operational in 1984.

The Florida Public Service Commission approved electric service Territorial Agreements with PEF May 1982 and with Sumter Electric Cooperative May 1991. The City of Leesburg entered into a Franchise Agreement with the City of Fruitland Park, effective November 1, 1983, to provide electric service within Fruitland Park for a period of 25 years. The Franchise Agreement is now expired and Fruitland Park has provided notice that it will not renew the Franchise Agreement and is currently contemplating the purchase from Leesburg of the existing electric distribution facilities located within the City of Fruitland Park.

Smart Meter Project

On November 28, 2011 the City executed an agreement with the General Electric (GE) Company to implement a smart meter program. The smart meter program will deploy 23,000 smart meters at both residential and commercial/industrial customers. The smart meters will communicate 15 minute meter data via an RF mesh network back to an AMI head end hosted

by GE. The meter data will be made available through meter data services (MDS) also hosted by GE.

Utility billing data will then be transmitted to the City for integration into the Customer Information System for billing purposes.

Smart Grid Improvements

The utility has continued plans to automate existing substations as well as implement distribution automation (DA) technology for monitoring and control of the utility system.

26. Scope of Services

The city is soliciting proposals from interested and qualified professional engineering firms to provide electrical engineering services on a continuing services basis. These services may include but not be limited to the following activities:

- a. Electrical Distribution Engineering - Overhead Construction
- a. Electrical Distribution Engineering - Underground Construction
- b. Electric Substation Engineering
- c. Electric System and Substation Studies and Analysis
- d. Distribution Automation Design
- e. Protection and Control Integration
- f. Numerical relay programming and integration
- g. Communication Protocols to include DNP3, ModBus and IEC 61850
- h. Communication system installation and integration, Fiber Optic, Serial Radio, TCP/IP
- i. Miscellaneous Electric Projects

[Rest of page intentionally left blank.]

SECTION 3 – SUBMITTAL REQUIREMENTS

27. **Proposal Guidelines** - To facilitate analysis of its submittal, the proposer shall prepare its proposal in accordance with the instructions outlined. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no smaller than 11-size font as used in Microsoft Word. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. The use of fold out pages is DISCOURAGED. Should they be used they must fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

28. **Economy of Presentation** - Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this solicitation. **FANCY BINDINGS, COLORED DISPLAYS, AND PROMOTIONAL MATERIAL ARE NOT DESIRED.** The City emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

Your firm will be evaluated on their qualifications and the ability to provide the required services to the City of Leesburg. The skill of your marketing department and the material they produce is NOT evaluated.

It is strongly recommended should you desire to use color material it be included in each of the copies submitted. The proposal 'copies' will be provided to evaluation committee members to perform their evaluation of each proposal.

Be mindful as to the length and amount of information included. Submitting too much information may be counted against a proposer if the information included is deemed unnecessary by the evaluator.

29. **Submittal Requirements** – Each respondent is requested to submit:
- a. One (1) signed original submittal,
 - b. Three (3) complete copies, and
 - c. One (1) electronic version in Portable Document Format (PDF) on a CD-ROM.

30. **Response Submission Format** - The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction of the evaluation points assigned to your proposal and possibly rejection of the entire proposal.

COVER LETTER

Please provide a cover letter of no more than three (3) pages. The cover letter should introduce your firm, provide a brief history, list the core services your firm can provide, and describe why your firm is best qualified to provide the City Electrical Engineering (EE) services.

SECTION A

Firms Approach

The statement of approach should begin with an introductory and overview section and then address the specific items listed here. CLEARLY identify each item in the Statement of Approach.

- This statement of approach should not exceed eight (8) pages of narrative.
- Describe your firm's overall method of addressing the requirements of this RFQ.
- The statement of approach should include specific references to the team's qualifications and successful experience with municipal EE projects.
- **Working with a City** - Include a statement of the firm's approach to working with municipal electric utilities.

SECTION B

Standard Form 330

The City of Leesburg will use the federal Standard Form 330 for the purposes of evaluating the qualifications of the Professional firms. In Section B include a completed Standard Form 330 which has been provided in this RFQ package.

Firms may provide their own SF330 provided the same format and content is used. Using a SF330 not following the same format as the SF330 provided may be grounds for rejection of the proposal.

When completing the Standard Form 330, the following instructions should be followed.

SF330 Part 1 – CONTRACT SPECIFIC QUALIFICATIONS

- **Section A & B** – Complete these sections for the firm submitting the RFQ as the lead contracting firm.
- **Section C** – Complete this section for the prime contractor and all key subcontractors as stated.
- **Section D** – Include an organizational chart of the proposed team as an attachment following the SF330 Page 1.

Please note the form requirements for Sections E and F.

- **SF330 Section E** – Include a Section E form for EACH key person that you anticipate assigning to City projects.
- **SF330 Section F** – Include a Section F form for EACH project used to represent your firm’s experience with similar electric utility work. If available, include past or current projects with similar size municipal utilities. Do not exceed 10 examples in total.
- **SF330 Section G** – Complete this section as instructed.
- **SF330 – Section H, Page 5 - Additional Information** – Indicate in this section work defined as ‘Smart Grid’ your firm has completed. This type of work would include Distribution Automation, Substation Automation and monitoring, Smart Meter, Communications, etc . . . Also include any awards or recognitions received for Electric Utility engineering work performed.

SF330 Part II - ARCHITECT-ENGINEER QUALIFICATIONS

- Complete this section for the Firm submitting a response. If there are branch offices that will be servicing the City under a resulting agreement complete Part II for each branch office.

For example, if the primary offices/headquarters for a firm is Tallahassee, Florida having branch offices in Orlando and Gainesville that will or may possibly provide support and/or services you would complete a Part II for each office in Orlando and Gainesville.

- **Part II - Item 11.a. Federal Work** – Modified. In this box indicate all work performed for any electric utility classified as a municipal or COOP utility (non-investor owned).
- **Part II - Item 11.b. Non-Federal Work** – Modified. In this box indicate all work performed for any electric utility classified as an Investor Owned Utility.

FAILURE TO PROVIDE ALL INFORMATION requested on each form may result in the rejection of your proposal, or a reduction in evaluation points.

FAILURE TO USE THE FORMS PROVIDED (except as noted) may result in the rejection of your proposal, or a reduction in evaluation points.

SECTION C

City Forms

In Section C include all other City Forms provided in Section 5 of this solicitation document.

SECTION 4 - GENERAL TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. **Addendum:** A written change to a solicitation or Request for Proposal.
- 1.2. **Contract:** The agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.2.1. **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
 - 1.2.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.3. **Contractor:** The vendor to whom award has been made.
- 1.4. **City:** Shall refer to City of Leesburg, Florida.
- 1.5. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.6. **Interested Party:** The terms professional, contractor, vendor, firm, company, Offeror, respondent etc . . . is used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.7. **In Writing –** Unless otherwise designated ‘In Writing’ includes submitting documents or questions through the electronic bid system, BidSYNC, currently used by the City.
- 1.8. **Modification:** A written change to the terms of a contract.
- 1.9. **Offer, Submittal, Proposal or Response:** Shall refer to any offer, proposal, or response submitted in regard to this Request for Proposal that if accepted would bind the Offeror to perform the resultant contract.
- 1.10. **Request for Qualifications (RFQ):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective firms and to solicit submittals (in the form Offers) from them.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award (see Item 11 below).
- 1.12. **Respondent:** Shall refer to anyone submitting a response to a Request for Qualifications or Proposal.
- 1.13. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in a Request for Qualification or Proposal. Their offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting either bids, proposals or submittals from interested parties.
- 1.15. **Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, respondent, etc.

The City has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory requirements. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions or requirements, but are permissive in nature.

2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Respondent Qualification –** Eligibility requirements for award.
 - 2.1.1. It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be recommended for award the City requires that vendors provide evidence of compliance with the requirements below upon request:
- 2.2. **Contents of Solicitation and Respondents’ Responsibilities –** It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Offeror will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.

- 2.3. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than seven (7) days prior to the bid opening date. *Oral answers will not be authoritative.*
- 2.4. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through BidSYNC. If this is not possible questions may be faxed to the attention of the Purchasing Department at (352)326-6618 or submitted via e-mail at purch@leesburgflorida.gov. You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.5. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Offeror should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Offeror's responsibility to ensure receipt of all addenda and any accompanying documentation. The Offeror is required to submit with its offer a signed "acknowledgement of Addenda" form when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- 2.7. **Questions Regarding Specifications Or Proposal Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
- 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Offeror's no later than two (2) days before the date set for receipt of the Responses.
- 2.7.2. It will be the responsibility of the Offerors to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
3. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the 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 Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."
4. **Award** – Award may be made to the source which offers the best value to the City based on a technical evaluation and ranking of the proposals in accordance with the evaluation criteria as set forth in the RFQ. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

5. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.
6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City.
7. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
8. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondents firm or any of its branches.
9. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
10. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.
11. **Cost of Preparing Proposal** - All costs incurred by the Offeror for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offeror. The City of Leesburg will not reimburse any Offeror for any such costs.
12. **Vendor Qualification** - Eligibility requirements for contract award.
 - Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
 - Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - Be able to comply with the required or proposed delivery or performance schedule;
 - Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - Have a satisfactory record of integrity and business ethics; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
13. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

14. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
15. **Execution of Contract** – The firm to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Offer, and deliver these executed instruments to the City of Leesburg Purchasing Division.
16. **Interpretation of Contract Documents** - Each Offeror shall thoroughly examine the Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Offeror should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Bid Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Offerors.
 - 16.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Offeror who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Offeror to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Offeror, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.
17. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller's expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.
18. **Rules, Regulations and Licenses** – The vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to provision of the goods and/or services specified in this solicitation. Lack of knowledge by the Bidder will in no way be relief from responsibility.
19. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
20. **Price Offered** - The unit prices, lump sum(s) and total price offered for the work shall be firm for 90 calendar days after the proposal bid opening date. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.
21. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 2010 Griffin Road, Leesburg, FL 32748. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadlines listed will not be considered. The Purchasing Manager will respond to protests no later than 7 business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

22. **Request for Proposals (RFP) & Request for Qualifications (RFQ)** – Protests must be received within 5 business days of the letter of intent to award being issued by the City of Leesburg Purchasing Division.
23. **Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.
- 23.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- 23.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- 23.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
24. **Quantities** – The City reserves the right to adjust quantities stated in this proposal document. Available funding versus prices quoted may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.
25. **Responsibility of Respondent To Inform Himself As To All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
26. **Responsiveness (Sealed Proposals)** – Proposal responses shall conform in all material respects to the Request for Qualification (RFQ) in order to be considered for award. Any response which fails to conform to the RFQ's essential requirements may be rejected.
- 26.1. An effective proposal will be formatted to the RFQ specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The proposal must demonstrate to the City that the Offeror is highly qualified with regard to each of the specific evaluation factors in the RFQ.
27. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the RFQ, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see RFQ Definitions).
- 27.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Offeror having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
28. **Signature Of Vendor** - The vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a

corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.

29. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.
30. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.
31. **Warranty** - All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period. The special conditions of the solicitation may supersede the manufacturer’s standard warranty.
32. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.
33. **Withdrawal of Proposal** - Any response to this RFQ may be withdrawn **prior** to the due date and time specified in the RFQ document and any addenda.

[Rest of page intentionally left blank.]

**** SAMPLE****
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2012, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and _____ whose address is _____ (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Services. The PROFESSIONAL shall perform the following services: **SEE EXHIBIT "A"**. Nothing herein shall limit the CITY's right to obtain proposals or services from other contractors for similar projects.

2. Compensation and Payment. The PROFESSIONAL shall be compensated for the services in an amount not to exceed \$_____. Payment will be made in accordance with the draw schedule and deliverables included in **EXHIBIT "A"**.

3. Labor and Materials. Not Applicable.

4. Insurance. The PROFESSIONAL will maintain throughout this Agreement the following insurance: **SEE EXHIBIT "A."**

A. The PROFESSIONAL shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, prior to starting work, under the Agreement.

B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

C. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

E. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.

F. All liability insurance, except professional liability, shall be written on an occurrence basis.

G. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.

H. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for works' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630**

K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The PROFESSIONAL, at the discretion of the Risk manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).

4. Indemnification. The PROFESSIONAL shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by the PROFESSIONAL in the performance of the contract.

5. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

6. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.

7. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

8. Contingent Fees Prohibited. The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, 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 PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

9. Payment. CITY shall compensate PROFESSIONAL for their services in the following manner: **SEE EXHIBIT "A"**.

10. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

11. Independent Contractor. The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.

12. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

13. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

14. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

15. Term and Termination. The term of this Agreement shall be for an initial term of one (1) year or until all services are rendered and accepted by the City, whichever occurs first. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

(a) Any Task Order executed under this agreement will survive the expiration of the original agreement and all amendments and will be valid until all services associated with the Task Order are completed.

16. Non-appropriation. The PROFESSIONAL understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “nonappropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has not other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:

- (a) A non-appropriation has occurred, and
- (b) The CITY has provided the PROFESSIONAL with written notice of termination of less than fifteen (15) days before the proposed termination date.
- (c) In the event of any termination, the PROFESSIONAL shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

17. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be _____ . The primary contact person under this Agreement for the CITY shall be _____ .

18. Approval of Personnel. Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 100423, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require

PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.

19. Disclosure of Conflict. The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.

20. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

“PROFESSIONAL”

By: _____

Printed: _____

Its: _____
(Title)

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

- I. **Scope of Services.** The Scope of Services located on pp. _____ of Request for Qualifications (RFQ) 12083 is incorporated by reference and made a part hereof.

- II. **Insurance Requirements.** The Insurance Requirements established by the General Terms and Conditions, located on pages _____ of the RFQ are incorporated by reference and made a part hereof.

- III. **Subcontractors.** The CITY reserves the right to approve all subcontractors for this contract. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

- IV. **General Conditions.** The General Terms and Conditions, located on pages _____ of RFQ 12083 are incorporated by reference herein with the following exceptions:

- V. **Special Conditions.** The Special Conditions located on pp. _____ of RFQ 12083 are incorporated by reference and made a part hereof.

- VI. **Schedule of Fees.**

SECTION 5 – FORMS

Forms - Use only the form(s) provided in this document (except as noted for SF330). If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Offeror to its provisions.

All forms in this section must be completed and returned with your proposal.

Submit in Section B

- SF-330 – All parts completed as described and submitted with your response.

Submit in Section C

- Bidders Certification / Signature
- Addenda Acknowledgement
- Affidavit of Public Entity Crimes
- Affidavit of non-collusion

BIDDER'S CERTIFICATION

By signing and submitting this bid or proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid or proposal.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your bid being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

Exceptions – No Exceptions will be allowed after the solicitation due date and time.

___ I take NO exceptions to this solicitation and all related documents.

The following exception(s) is/are taken:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

General Vendor Information and Signature		
Firm Name:	_____	
Physical Address:	_____	
Mailing Address:	_____	
Phone No.:	Fax No.:	Mobile Phone No.:
_____	_____	_____
FEIN No.:	e-Mail Address:	
_____	_____	
Printed name:	Title:	
_____	_____	
Signature:	Date:	
_____	_____	

ADDITIONAL CONTACT INFORMATION

Provide information regarding who may be contacted regarding the solicitation response.

Additional Contact
Name: _____
Title: _____
Address: _____
Phone No.: _____ Fax No.: _____ Mobile Phone No.: _____
e-Mail Address: _____
Additional Contact
Name: _____
Title: _____
Address: _____
Phone No.: _____ Fax No.: _____ Mobile Phone No.: _____
e-Mail Address: _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies. Failure to complete this acknowledgement section may be considered a major irregularity and may be cause for rejection of the bid.

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this solicitation: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____ Addendum #5, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this solicitation.

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ of _____ and that I
(title) (name of company)
am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____, its affiliates, subsidiaries, officers, directors and employees
(name of company)
are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ understands and acknowledges that the above
(name of company)
representations are material and important, and will be relied on by the City of Leesburg in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Leesburg of the true facts relating to the submission of Offers for this solicitation or contract.

(Authorized Signature)

(Title)

NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

(Name of Company)

Sworn to and subscribed to before me this _____ day of _____, 20____, in the state of _____, County of _____.

Attest: _____
Notary Public

My Commission Expires: _____
Notary Seal

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES)

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

I. This sworn statement is submitted to the City of Leesburg

by _____
(individual's printed name and title)

for _____ whose business address
(name of company submitting sworn statement)

is _____

- I. 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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- II. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- III. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- IV. I understand that a "person" as defined in Paragraph 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

[rest of page intentionally left blank]

V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement.

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

___ The entity submitting this sworn statement, or one 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 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 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.

(Signature) (Date)

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
(Name of individual signing)

in the space provided above on this _____ day of _____, 20 _____.

Attest: _____
(Notary Public)

My commission expires: _____ (Notary Seal)

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 12/31/2006

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, 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 the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act 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.

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.

Section G. Key Personnel Participation in Example Projects.

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).

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.

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.

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 H. Additional Information.

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.

Section I. Authorized Representative.

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 Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	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

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. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. 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 DUNS Number. 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.

List of Disciplines (Function Codes)

Code	Description	Code	Description
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)

Code	Description	Code	Description
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 & 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 Airborne
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	Desalination (<i>Process & 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)

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

List of Experience Categories (Profile Codes)

Code	Description
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.)

	<i>(Check)</i>			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>
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <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

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

