



## CITY OF LEESBURG

FLORIDA

### REQUEST FOR QUALIFICATIONS (RFQ)

SOLICITATION  
TITLE:

**LEESBURG - WILDWOOD TRAIL  
CONSTRUCTION ENGINEERING AND INSPECTION  
PROFESSIONAL SERVICES**

Solicitation Number:	<u>120023</u>	Contracting Buyer:	<u>Terry Pollard</u>
Due Date:	<u>December 15, 2011</u>	Pre-Proposal Meeting:	<u>Not Applicable</u>
Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>November 14, 2011</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.

In order to access this RFQ firms are required to register, at no cost with BidSYNC.com. The Purchasing Division will verify registration and 'invite' the firm to this specific RFQ. Following the invitation the firm will be able to access this and all other documents related to the RFQ.

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

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1. **Purpose** - The City of Leesburg, Florida (City) is seeking statements of qualifications from engineering firms, hereinafter referred to as the Professional, Offeror, or Respondent to provide Construction Engineering and Inspection (CEI) services required for contract administration, of the Wildwood-Leesburg Trail segments from Jones Road to US 27, and from the old railroad grade just west of US 27 north to Griffin Road. Engineering firms **SHALL BE** FDOT certified and documentation supporting FDOT certification **MUST BE** included with all responses.

The professional services being contracted are described in more detail in Section 2 of this document.

## SECTION 1 – SPECIAL TERMS AND CONDITIONS

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2. **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.

Terry Pollard, 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](mailto: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.

3. **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.com. Registered vendors will receive notification of any new postings or additions to the BidSYNC RFQ posting. There is no cost for vendors to register with BidSYNC and participate in City solicitations offered through BidSYNC.
4. **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.

5. **Delivery of Solicitation Response** - To be considered for award, a qualifications 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 <b>IN PERSON</b>	<b>THIRD PARTY CARRIER</b> 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

6. **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)

7. **Receipt/Recording of Qualification Statements**

The City will hold a public opening of the proposals received. At the public opening only the names of each firm submitting a response to this RFQ will be read aloud. No other information will be read or provided to attendees at that time. 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 responding to this RFQ.

8. **Availability of Qualification Statements/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 119.71 (b)1.a. as amended by HB 7223; 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.”*

9. **Term of Agreement** - The performance period under this contract shall commence upon the date of execution and expire when the contracted services and deliverables are rendered in full.
10. **Contract or Agreement** - Any resulting contract from this RFQ will include a Schedule of Fees for time and material pricing from the Professional in addition to a lump sum amount for services specific to this project.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.

16. **Qualifications** - The design firm must have in house staff or access to sub-consultants that are registered and licensed in the State of Florida for the required disciplines. The FIRM must have a record of successfully completing at least 5 similar projects within the last 10 years. The similar projects submitted must have been successfully constructed.

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.

17. **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.

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal. The City reserves the right to use previous City work during

the evaluation process regardless of whether the Professional includes previous City projects in their proposal.

18. **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 this RFQ 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, Offerors are requested to **IDENTIFY SPECIFICALLLY** 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.

An Offeror marking, labeling or declaring their entire proposal 'Confidential and Proprietary' may be cause for disqualification.

All proposals received from firms in response to this RFQ 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.

19. **Evaluation Method** – 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 Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

It is the Offeror’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.

- 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, i.e., 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. **Evaluation Criteria** - Selection is based solely on the firms’ qualifications. The responding firms will be evaluated and ranked by the evaluation committee members. Evaluation points will assigned as follows:

<b>EVALUATION CRITERIA</b>	<b>MAX. POINTS</b>
Evaluation of Statement of Approach <ul style="list-style-type: none"> <li>• Addressing each of the requested items</li> <li>• Approach used for each item</li> </ul>	25 points
Past experience on similar projects <ul style="list-style-type: none"> <li>• Number and type of projects</li> <li>• Similar in size to this project</li> <li>• Successful completion of projects including construction.</li> </ul>	35 Points
Experience of key personnel <ul style="list-style-type: none"> <li>• Number of years experience</li> <li>• Number of years with current firm</li> <li>• Past project experience relevant to this project.</li> </ul>	30 points
Overall impression of the firm and its capabilities	10 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 selected firm. 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**

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### **23. SCOPE OF SERVICES**

The city is soliciting qualification statements from interested and qualified professional engineering firms to provide Construction Engineering and Inspection (CEI) services required for contract administration for the construction of the Wildwood-Leesburg Trail.

#### **23.1 SERVICES ANTICIPATED UNDER THIS CONTRACT:**

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the City's Engineer and the City's Director of Public Works respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor either directly or indirectly.

#### **23.2 LENGTH OF SERVICE:**

The Consultant's services for the CEI Contract shall begin upon written notification to proceed by City.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

#### **23.3 DEFINITIONS:**

- A. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.

- B. Project Design Engineer: Consultant Engineer designated by the firm responsible for the design drawings, layout and construction plans for the trail.
- C. Consultant: The consulting firm under contract to the City for administration of the Construction Engineering and Inspection services.
- D. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- E. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for the Project. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- F. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for the Project.
- G. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- H. Contractor: The individual, firm, or company contracting with the City for performance of construction work or furnishing of materials.
- I. Construction Contract: The written agreement between the City and the Construction Services Contractor setting forth the obligations of the parties, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- J. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.

**23.4 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:**

- A. The City will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Special Provisions,
  - 3. Copy of the Executed Construction Contract, and
  - 4. Agency's Approved Material List (if applicable).



- B. The City will coordinate through the FDOT Consultant's connection to the FDOT Network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines. Appropriate approvals must be received from the FDOT prior to their use.

**23.5 ITEMS FURNISHED BY THE CONSULTANT:**

**23.5.1 City Documents:**

Accessibility of all applicable City or FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at FDOT's website.

Florida County of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 488-9220

**23.5.2 Field Office:**

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the City.

**23.5.3 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

**23.5.4 Field Equipment:**

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

#### **23.5.5 Licensing for Equipment Operations:**

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the City for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

#### **23.6 LIAISON:**

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and shall seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

#### **23.7 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all supplements thereof, the City will review various phases of Consultant's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate with and assist City representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. City recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Replace personnel whose performance has been determined by the City to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

## **23.8 REQUIREMENTS:**

### **23.8.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Construction Contractor's work to determine the progress and quality of work; identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The Consultant shall have the ability to negotiate Supplemental Agreements within the thresholds established in the FDOT CPAM. However, the Consultant must seek input from the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for City action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

### **23.8.2 Survey Control:**

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The Project

Design Engineer and the Senior Project Engineer will establish the specific survey requirements for each project prior to construction.

Any questions or requests for “Waiver of Survey” should be directed to the Construction Project Manager and Project Design Engineer.

### **23.8.3 On-site Inspection:**

The Consultant shall monitor the on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the daily operations and of significant events that affect the work.

### **23.8.4 Sampling and Testing:**

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall coordinate through the FDOT any inspection and sampling of materials and components at locations remote from the vicinity of the project and testing of materials normally done in a laboratory remote from the project site.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The City may monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in a FDOT laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the FDOT's database. Designated Consultant personnel will be provided written instructions from the FDOT for performing this task.

### **23.8.5 Engineering Services:**

The Consultant shall coordinate the Construction Contract Administration activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with City's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Schedule and attend, within ten (10) days after the Notice to Proceed, a Final Estimate informational meeting with the City and the District Construction Final Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) Schedule within ten (10) days after the Notice to Proceed, a date to attend a meeting with the City and the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) Prepare and submit to the Construction Project Manager for approval, within thirty (30) days after the pre-service meeting, the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the FDOT's computer systems.

- (5) Schedule within ten (10) days after the Notice to Proceed, a date to attend Site Manager/EDMS informational meeting with the FDOT District Construction Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an EDMS. This will require familiarity with the documents and guidelines posted on the FDOT's website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

- (6) The Consultant shall schedule and conduct a meeting with the City and the FDOT District Construction Environmental Liaison within ten (10) days after the Notice to Proceed and another meeting at least forty five (45) calendar days prior to project final acceptance. The purpose of the meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (7) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by the FDOT.
- (8) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (9) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.
- (10) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (11) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with FDOT procedures.
- (12) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident

Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Action for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

- (13) The City will provide Public Information Services.
- (14) Prepare and submit to the Construction Project Engineer monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.
- (15) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (16) The Consultant will provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at each of a series of predetermined series of photographic stations throughout the project. Photographic stations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the surfaces of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

## 23.9 **PERSONNEL:**

### 23.9.1 **General Requirements:**

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Unless otherwise agreed by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

### 23.9.2 **Personnel Qualifications:**

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with FDOT's procedures, Specifications and Design Standards. The Construction Project Manager or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering inspection. Following structures are classified as CC2 bridge structures:



- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)

**SENIOR PROJECT ENGINEER** - A Civil Engineering degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

**Qualification:**

FDOT Advanced MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)

Attend the CTQP Quality Control Manager course and pass the examination.

**Certifications:**

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**PROJECT ADMINISTRATOR** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) and have a Civil Engineering degree plus five (5) years, or be non-registered with eight (8) years, of general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more

support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressed steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. This position will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)

CTQP Final Estimates Level II

Certifications:

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. This position should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. This position shall become proficient in Multi-Line and Engineering Menu.

Qualifications:  
CTQP Final Estimates Level II

**ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Have the ability to type at a rate of 35 correct words per minute. Have experience in the use of standard word processing software. Be able to exercise independent initiative to help relieve the supervisor of clerical detail. Be able to assist the Project Administrator in office related duties Project specific (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.). Work under the general supervision of the Senior Project Engineer and staff. Note: This position will not be used if a Contract Support Specialist is utilized.

**RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Incumbent should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and takes appropriate action when necessary. Incumbent must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I  
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)  
CTQP Asphalt Roadway Level I (If applicable)  
CTQP Asphalt Roadway Level II (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Earthwork Construction Inspection Level II  
CTQP Pile Driving Inspection (If applicable)  
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)  
CTQP Grouting Technician Level I (If applicable)  
CTQP Post-Tensioning Technician Level I (If applicable)  
FDOT Intermediate MOT  
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety  
SSPC course: C-3 Supervisor/Competent Person Training for De-leading of Industrial Structures (If applicable) or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I (If applicable)  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection (If applicable)  
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)  
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety; or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Incumbent will be responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**ASPHALT PLANT INSPECTOR** - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I  
CTQP Asphalt Plant Level II  
CTQP Final Estimates Level I

Certifications:

None

**INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

**SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Have experience in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**INSTRUMENT-MAN** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Incumbent is responsible for performing assignments in assisting Party Chief in the performance of their duties. Incumbent receives general supervision from Party Chief who reviews work while in progress.

**ROD-MAN/CHAIN-MAN** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**SECRETARY/CLERK TYPIST** - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Have the ability to type at a rate of 35 correct words per minute. Have experience in the use of standard word processing software. Incumbent should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

**ENVIRONMENTAL SPECIALIST** - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Incumbent must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

**CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS)** - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

**GEOTECHNICAL ENGINEER** - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) FDOT bridge projects, including FDOT Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State's Departments of Transportation. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

**GEOTECHNICAL TECHNICIAN** - Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) County bridge projects.

Qualifications:

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection

**PUBLIC INFORMATION OFFICER** – High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

**UTILITY COORDINATOR** - High school graduate or equivalent and be knowledgeable of County and City Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with County’s Standards, policies, procedures, and agreements.

**SENIOR ITS INSPECTOR** - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing

DMS Operation and Testing

Controller Operation and Testing

CCTV Installation, Operation and Testing

Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**ITS INSPECTOR** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches

Certifications:

None; or a Civil Engineering degree.

Incumbent will be responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**23.9.3 Staffing:**

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

**23.10 QUALITY ASSURANCE (QA) PROGRAM:**

**23.10.1 Quality Reviews:**

The Consultant shall conduct semi-annual reviews to make certain their own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.



On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

### **23.10.2 QA Plan:**

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.23.10.3

**23.10.3 Quality Records:**

The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the City, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

**23.11 CERTIFICATION OF FINAL ESTIMATES:**

**23.11.1 Final Estimate and As-Built Plans Submittal:**

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the FDOT's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with three copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30<sup>th</sup>) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the City and the FDOT District Final Estimate Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.
- (c) Two (2) copies submitted to Project Design Engineer.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the City.

**23.11.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be FDOT CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT procedures.

**23.11.3 Offer of Final Payment:**

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

**23.12 AGREEMENT MANAGEMENT:**

**23.12.1 General:**

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the City 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the City 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the City.

**23.12.2 Invoicing Instructions:**

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the City, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in electronic and hard copy formats in accordance with the FDOT District Construction and Consultant Invoice Transmittal System (CITS) procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and City holidays are not considered workdays).

A Final Invoice will be submitted to the City no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the City.

**23.13 SUBCONSULTANT SERVICES**

Upon written approval by the Construction Project Manager and the City, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

**23.14 OTHER SERVICES:**

Upon written authorization by the Construction Project Manager or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

**23.15 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

**23.16 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the Consultant’s proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

**23.17 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**23.18 CITY AUTHORITY**

The City shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant.

## SECTION 3 – SUBMITTAL REQUIREMENTS

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24. **Proposal Guidelines** - To facilitate analysis of its submittal, the Offeror shall prepare its Qualification Statement (QS) in accordance with the instructions outlined. If the QS deviates from these instructions, such QS 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 foldout 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.

25. **Economy of Presentation** - Each QS 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 Offeror 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 that it be included in each of the copies submitted. The QS '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 an Offeror if the information included is deemed unnecessary by the evaluator.

26. **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.

Any graphic submittals shall be provided in electronic form, either on CD or by specific links to web pages. No printed drawings or sketches shall be submitted.

27. **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 you feel your firm is qualified to provide professional design services on this project.

### **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 in the order listed.**

- **Requirements of the RFQ** - Describe your firm's overall method of addressing the requirements of this RFQ.
- **Qualifications** - The statement of approach should include specific references to the team's qualifications and successful experience with similar projects.

This statement of approach should not exceed ten (10) pages of narrative.

### **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.

Please note the form requirements for Sections E and F.

- **SF 330 Section E** – Include a Section E form for EACH key person you anticipate assigning to this project.
- **SF 330 Section F** – Include a Section F form for EACH project used to represent your firms' experience on similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 10 examples.
- **SF330 Section G** – Indicate the involvement of those key personnel that may be assigned to this project in the Section F – Example Projects.

#### **City of Leesburg Exceptions to SF330**

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

- **SF330 – Page 5:** Section H. Additional Information – Indicate in this section any ‘Awards of Excellence’ or ‘Special Recognition’ your firm has received for downtown revitalization/streetscape work.
  
- **SF330 – Page 6 - Architect-Engineer Qualifications**
  - Section 11.a. Federal Work – In this box include indicate all work performed for any government agencies and municipalities.
  - Section 11.b. Non-Federal Work – In this box indicate all work performed for non-government clients.

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 SF330 FORMS shall result in the rejection of your proposal.

### **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

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## 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 solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation 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 solicitation 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.
- 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](mailto: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 offerors 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](mailto: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.

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

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, 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) 120023 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 120023 are incorporated by reference herein with the following exceptions:
- V. **Special Conditions.** The Special Conditions located on pp. \_\_\_\_\_ of RFQ 120023 are incorporated by reference and made a part hereof.
- VI. **Schedule of Fees.**

## **SECTION 5 – FORMS**

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**Forms** - Use only the form(s) provided in this document. 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 proposal 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**

- Certification / Signature
- Addenda Acknowledgement
- Affidavit of Public Entity Crimes
- Affidavit of Non-Collusion

# 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.

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Section C. Proposed Team.

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## Part II - General Qualifications

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

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

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

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

4. 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.



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List of Disciplines (Function Codes)

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

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

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and 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 &amp; Facilities</i> )	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

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List of Experience Categories (Profile Codes)

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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 &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (Profile Codes)

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

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

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

	<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>
--------------------------------------------------	---------------------------------------------------------------------

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

**19. RELEVANT PROJECTS**

<b>a.</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			
<b>b.</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			
<b>c.</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			
<b>d.</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			
<b>e.</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			

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

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

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





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**H. ADDITIONAL INFORMATION**

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

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**I. AUTHORIZED REPRESENTATIVE**

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE



**ADDENDUM ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the following addenda to the Request for Qualifications (RFQ) (indicate Addendum number and date of each):

**Project Name: Leesburg – Wildwood Trail CEI Professional Services**  
**RFQ No: 120023**

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE RFQ IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

**CERTIFICATION SIGNATURES**

The full names and residence of persons or firms interested in the foregoing RFQ, as principals, are as follows:

\_\_\_\_\_, and, the name of the executive who will give personal attention to the work is \_\_\_\_\_, the superintendent, project manager, or foreman who will exercise direct personal control of the work will be \_\_\_\_\_, who may be contacted during non-business hours for emergencies or consultation thereon, at \_\_\_\_\_.

**SIGNATURES**

\_\_\_\_\_  
 Name of Business

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

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone Number

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

<p><b>RFQ Number: 120023</b></p> <p><b>RFQ Name:</b> Leesburg – Wildwood Trail CEI Professional Services</p>
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### RESPONDENT’S CERTIFICATION

I have carefully examined the Request for Qualifications (RFQ) and any other documents accompanying or made a part of this invitation.

I certify that all information contained in the response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform.

I further certify that this submission is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFQ Response for the same product or service; no officer, employee or agent of the City of Leesburg or of any other interested party in said RFQ; and that the undersigned executed this Respondent’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify having read and examined the documents contained in the RFQ and understanding the RFQ identified services will only be acquired from firms deemed prequalified by the City’s Selection Committee, the firm does hereby agree to enter contract negotiations for a consultant services contract at an appropriate time as determined by the City.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the RFQ documents.

**NO EXCEPTIONS WILL BE ALLOWED AFTER THE RFQ IS SUBMITTED.**

Please check one:

I take NO exceptions.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

<b>Contractor General Information and Signature</b>		
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.

<b>Additional Contact</b>		
Name:	_____	
Title:	_____	
Address:	_____	
Phone No.:	Fax No.:	Mobile Phone No.:
_____	_____	_____
E-Mail Address:	_____	
<b>Additional Contact</b>		
Name:	_____	
Title:	_____	
Address:	_____	
Phone No.:	Fax No.:	Mobile Phone No.:
_____	_____	_____
E-Mail Address:	_____	

**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)