

## **CITY OF LEESBURG**

#### **FLORIDA**

## REQUEST FOR QUALIFICATIONS (RFQ)

**SOLICITATION** 

PROFESSIONAL SERVICES

TITLE:

**Engineering Continuing Services, City Projects** 

Solicitation Number: 130633

Contracting Buyer: Terry Pollard

Response Due Date: October 17, 2013

Pre-proposal Meeting: N/A

Due Time: 2:00 P.M. Issue Date:

September 16, 2013

## Purpose / Description

## REQUEST FOR QUALIFICATIONS RFQ No. 130633 City of Leesburg, Florida

The City of Leesburg is seeking proposals from individuals or firms interested in providing Professional Engineering Services to the City on a continuing basis pursuant to the Consultants Competitive Negotiation Act, Florida Statutes 287.055.

Performance to include all items related to Professional Engineering Evaluation, Design and Construction Inspection Services such as, environmental, geotechnical, utilities, roadways, storm drainage, engineering cost estimating, construction engineering and inspection, plat review, and site development review.

#### Solicitation Distribution

The City of Leesburg uses Public Purchase (www.public purchase.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the be charged to the nor will any fees awarded vendor. www.leesburgflorida.gov/purchasing/bids.aspx to view and/or obtain solicitation documents or for further information.

The Public Purchase website is the official location used by the City for posting of solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources.

Registration with Public Purchase is required in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division at (352) 728-9880 or by e-mail at purch@leesburgflorida.gov to obtain the solicitation document(s).

### SECTION 1 – SPECIAL TERMS AND CONDITIONS

- ST-1. **Purpose -** The City of Leesburg, Florida (City) is seeking proposals from individuals or firms interested in providing Professional Engineering Services to the City on a continuing basis pursuant to the Consultants Competitive Negotiation Act, Florida Statutes 287.055.
- ST-2. **Information or Clarification** For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question & answer feature provided by Public Purchase. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of Public Purchase Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal/offer will be considered evidence that the Offeror has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.
- ST-3. **Eligibility** To be eligible to respond to this RFQ, the respondent Offeror must demonstrate the firm, or the principals assigned to the project, have successfully provided services, similar to those specified in the Scope of Work section of the RFQ. Offerors must demonstrate in their proposal to the City the ability of their organization to complete all phases of the project.

Offerors are cautioned to check their proposal carefully. Ensure all forms are fully completed and submitted in accordance with the instructions. Failure to do so may result in your proposal not being considered for award.

ST-4. **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.

ST-5. **Method of Award - Multiple Awards -** It is the intent of the City to award "Non-exclusive Continuing Services Contract(s)", to multiple firms for an initial three (3) year term, with provisions for extensions upon written consent of the parties.

Work, under the Continuing Services Contract(s), shall be assigned by means of Task Orders, which have been duly authorized by the City and executed by the City and the Consultant.

ST-6. **Exparte Communication** - Please note that to insure the proper and fair evaluation of each response, 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.

ST-7. **Delivery of Solicitation Response -** To be considered for award, a proposal must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your proposal is securely sealed in an opaque envelope/package to provide confidentiality of the proposal prior to the solicitation closing.

No Proposal submitted may be withdrawn after the scheduled closing time for the RFQ for a period of 120 days.

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

ELECTRONIC SUBMISSIONS BY ANY MEANS SHALL NOT BE ACCEPTED.

ST-8. Submission Requirements – Respondents shall submit One (1) signed original and Five (5) complete copies of the package. All submissions shall be sealed and delivered to the Purchasing Division no later than the official RFQ Due Date and time. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

The City is not liable or responsible for any costs incurred by any Offeror in responding to this RFQ including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your proposal, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this solicitation should your offer be accepted. 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.

Specific Completion Directions:

- Pricing shall be completed using the Fee Schedule provided in Section 6 of this solicitation.
- Initial and date in BLUE INK the appropriate space(s) for each addendum you received for this RFQ.

If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

- ST-9. **Award of Contract Related to the RFQ** -The City of Leesburg reserves the right to reject any or all Responses or any part of any Response, to waive any informality in any Response, or to readvertise for all or any part of the work contemplated. If a Response is found to be acceptable by the City of Leesburg, written notice will be given to the Contractor regarding the acceptance of its Response and of an award.
- ST-10. **Collusion Among Respondents -** If it is believed collusion exists among Respondents, the RFQ responses of all participants of such collusion will be rejected.
- ST-11. **Conflict of Interest** Any future award is subject to Chapter 112, Florida Statutes. All Respondents must disclose with their RFQ Submission 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 Respondent's firm or any of its branches.
- ST-12. **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.
- ST-13. **Execution of Contract** The Respondent receiving notice of their Proposal's acceptance will be required to execute an original contract within ten (10) days from the date of notice of acceptance, and deliver these executed instruments to the City of Leesburg as instructed
- ST-14. Inspection and Acceptance Of Materials Or Services Under Awarded Contracts The services and/or material(s) provided under a contract 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 required specifications and is fit for its intended use. Payment will be authorized upon final acceptance.
- ST-15. **Legal Requirements** Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.
- ST-16. **Liability -** The Respondent shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance which may result from this RFQ.
- ST-17. **Non-appropriation** The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a "non-appropriation" 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 any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that: a non-appropriation has occurred, and

- 1.1. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
- 1.2. 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.

## ST-18. Insurance and Indemnity Requirements

### 20.1 **Scope of Insurance**

- 20.1.1 The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
- 20.1.2 All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A:VII.
- 20.1.3 The CONTRACTOR 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.
- 20.1.4 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.
- 20.1.5 The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- 20.1.6 The provisions of the required insurance are subject to the approval of the CITY'S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- 20.1.7 All liability insurance, except professional liability, shall be written on an occurrence basis.
- 20.1.8 The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance polices.
- 20.1.9 Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR 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.

#### 20.2 Indemnification

20.2.1 The PROFESSIONAL shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the PROFESSIONAL and persons employed or utilized by the PROFESSIONAL in the performance of this Agreement. The liability of the PROFESSIONAL shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of

the PROFESSIONAL to indemnify the CITY shall be limited to intentional misconduct or negligent acts, omissions, or defaults of the PROFESSIONAL; any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the PROFESSIONAL shall not be obligated to indemnify the CITY against losses arising from the negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the intentional misconduct or negligent acts or omissions of the PROFESSIONAL, or any contractors, subcontractors, sub-subcontractors, materialmen, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

#### 20. 3 Certificate of Insurance

- 20.3.1 The CONTRACTOR 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, before any work under the agreement, contract or lease begins.
- 20.3.2 Except for workers' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- 20.3.3 The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attention: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- 20.3.4 The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- 20.3.5 The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- 20.3.6 The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- 20.3.7 The CONTRACTOR, 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 CONTRACTOR' S liability coverage(s).

#### 20.4 Comprehensive General Liability

20.4.1 The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$2,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

#### 20.5 Professional Liability/Malpractice/Errors or Omissions Insurance

- 20.5.1 The CONTRACTOR shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence combined single limit.
- 20.5.2 If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- 20.5.3 Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

#### 20.6 Business Automobile Liability

20.6.1 The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

### 20.7 Workers' Compensation

- 20.7.1 The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- 20.7.2 CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.
- ST-19. Illegal Alien Labor CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-20. Fair Labor Standards Act - No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City

#### ST-21. **Evaluation Process** – See Section 4.

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

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

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

It is the 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.

ST-22. <u>Claim for Payment</u> - 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.

ST-23. <u>Prior City Work</u> - If your firm has prior experience working with the City <u>DO NOT</u> assume this prior work is known to the evaluation committee. <u>All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.</u>

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal and similar to the work being requested in this RFQ.

ST-24. **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 <u>IDENTIFY SPECIFICALLLY</u> 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.

ST-25. **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 criteria/subcriteria. 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.

ST-26. <u>Cost and Pricing</u> – 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.

[END OF SECTION]

## Section 2 - Scope of Work

## SW-1. REQUIRED WORK- GENERAL DESCRIPTION:

#### 1.1. Award

- 1.1.1 The City intends to select multiple firms as deemed necessary by the City in order to accomplish the goals and objectives established by the City.
- 1.1.2 Submittals are to be made for the discipline listed in this RFQ. Selection(s) are at the sole discretion of the City.

## 1.2. Prospective Contract Terms

The term for any prospective contract will be for a period of three (3) years, with two (2) one-year extensions at the City's option.

#### 1.3. Subcontractors

If subcontractors are to be utilized, their names and references must be included within the RFQ response. The City of Leesburg reserves the right to approve all subcontractors for any future contract. Responsibility for the performance under any resultant contract(s) will remain with the prime contractor exclusively. Subcontractors may be added to a resultant contract during its effective contract period only with PRIOR WRITTEN PERMISSION from the City of Leesburg.

#### 1.4. Contract

- Any resulting contract(s) from this RFQ will include a Fee Schedule for time and material pricing from the Professional. General services provided to the City will be billed on a time and material basis. As described elsewhere in this document.
- Preparation of specific projects requested of the Professional will be detailed in a separate Task Order with pricing based on the Fee Schedule included in the Contract. Services shall not be rendered nor remunerated which have not received prior coordination and approval from the appropriate City official (see 2.4.2).
- Key Personnel: The City reserves the right to discontinue (terminate) any contract awarded under RFQ 130633, when key personnel identified by the SF 330 Section E, are not available.
- Substitution may only occur with advance approval by the City Director of Public Works. Substitute personnel shall have equal or greater education and experience.

#### SW-2. SCOPE OF SERVICES:

- 2.1. This Section provides the complete description of the professional services for which this RFQ has been issued. No commitment for future services for this or any other project is implied and responding firms should not infer any such intentions by the City.
- 2.2. Qualified firms wishing to submit a response to this RFP are responsible for providing all prospective professional services whether directly or through subcontractor consultants.

- The City reserves the right to approve or disapprove any subcontractor consultants. This does not, however, limit the use of qualified subcontractor consultants.
- 2.3. The City of Leesburg solicits responses from qualified and experienced individuals or firms to provide the professional services as listed in 2.4 below through a Continuing Services Contract.
- 2.4. The scope of professional City Engineering services that may be required by contract award resulting under this RFQ is anticipated to include, but not be limited to the planning, programming, engineering, design, inspection, project management, technical and survey/mapping services, public presentation and discussion, and general consulting regarding any technical issues and construction of various municipal projects requiring engineering and/or architectural services in the following areas:
  - Serving as the City's Engineer.
  - Manages assigned aspects of civil engineering, plan checking, development conditioning and capital project management for the City.
  - Reviewing matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests, and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
  - Assistance in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
  - Evaluating the City's needs and formulates short and long range plans to meet needs in all areas of Public Works improvements, including streets, water, sewer, storm drainage, street lights, parks and facilities.
  - Providing engineering services on projects and oversees project management for the construction of municipal public works projects.
  - May review land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
  - Preparation of reports, investigations, studies and evaluations as, from time to time, may be requested by the Director of Public Works.
  - Performance of other engineering related functions as directed by the Public Works Director.
  - Advising the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for

funding. Also serves as Resident Engineer when required pursuant Federal requirements.

- Assisting clerical staff in management of records relating to engineering. Serve as liaison to the Public Works Director for engineering related matters. Provide public information regarding municipal engineering matters.
- Preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
- Providing construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinating activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of way for assigned engineering projects.
- Under general direction, plans, organizes and administers a real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Coordinating appraisal of residential, commercial, industrial and agricultural properties for acquisition, disposition, lease etc, as it relates to engineering projects.
- Consulting and technical support to the City Manager and Department Heads and City Commission.
- Coordinating all work through the Public Works Director.
- Receiving and resolving public inquiries and concerns.
- Capital improvements planning and budgeting.
- Traffic engineering.
- Field investigations.
- Water and wastewater system evaluation, planning, design, construction supervision, performance monitoring and permitting.
- Water distribution and wastewater collection system analysis and asset management.
- Representation of the city in dealing with other public agencies.
- Providing technical support for grant applications and management.
- Services for development of regulations and review, such as plan review and inspection of privately-funded public projects.

• Working with the engineering division which manages the design and construction of the City's annual CIP.

## **Development Review Function**

- Provide necessary and related functions as are the normal practice of the City Engineer in control of private development.
- 2.5. In regard to future performance, the Consultant must be able to certify all work once completed, as part of final product/service.
- 2.6. Work will be awarded on a project-by-project basis that may include any or all of the above services or services not specifically mentioned but directly related to the specific discipline. The City of Leesburg will negotiate the technical aspects of the scope of work, deliverables, schedule, and fee on a project-by-project basis. Consultants may hire subcontractor consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.
- 2.7. Potential projects may be developed directly from the City's approved Capital Improvement Plan (CIP).
- 2.8. All work performed will be done according to local, state, and federal rules, regulations, and ordinances as they pertain to Engineering.
- 2.9. Responses should clearly indicate qualifications and capacity of proposed team, focusing on experience working with local government. Where the use of subcontractor consultants is proposed, information must be provided within the response.
- 2.10. Responding firms should clearly indicate their capacity to commit the required resources throughout the course of the contract.
- 2.11. Some City projects are funded by various grant monies. Firms are encouraged to describe their capabilities in assisting the City with securing funding, and/or completing projects in compliance with grant funding agency requirements.

#### SW-3. PROSPECTIVE COMPENSATION METHOD

- 3.1. In general, the City's preferred method of compensation is the Lump-Sum method. The Contractor's attendance at meetings, review and comment on issues (when required), and similar tasks are unpredictable and will be billed at hourly rates, on a monthly basis.
- 3.2. Progress payments may be requested. All invoices shall include the City Order Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a sufficient narrative summary of services (including pass-through costs, etc.), which provides a thorough explanation of expenses invoiced under the current billing amount shall be submitted.

- 3.3. The City's normal payment procedures (Net 30 days) will be observed. No early payments shall be approved.
- 3.4. No out of scope services shall be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.
- 3.5. Payment will only be made for work performed. Advance payment for work not started or completed is not allowed.

# SW-4. MISCELLANEOUS REQUIREMENTS REGARDING PROSPECTIVE FUTURE CONTRACT AWARDS

- 4.1. The respondent shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required to be included in the RFP response, including certifications.
- 4.2. The City of Leesburg or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the respondent is meeting all regulations and specification requirements.
- 4.3. Any damage which occurs to facilities, equipment, or property, due to the incompetence or negligence of the proposer's personnel including sub-consultants, shall be responsibility of the proposer. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

#### SW-5. STANDARDIZING THE STRUCTURE OF POSITIONS

The City has established standardized positions for identifying the Professional's personnel job descriptions for utilization when, negotiating with the highest qualified firm (s); in regard to an acceptable fee schedule. Refer to Attachment "A" for the standardized position/job list. All firms selected for negotiation will be required to submit a fee schedule compliant with the standardized position/job description listing. The negotiated fee schedule shall be used for future task orders under the Master Agreement.

[END OF SECTION]

#### **SECTION 3 - GENERAL TERMS AND CONDITIONS**

#### GT-1. **DEFINITIONS**

- 1.1. **Addendum:** A written change to a Solicitation prior to the time for receipt of bids or proposals.
- 1.2. **Contract:** An agreement, enforceable by law, between two or more competent parties, to provide the goods and/or perform the services as 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. **Consideration:** The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.
- 1.4. **Contractor:** The party/legal entity to whom an award has been made.
- 1.5. City: Shall refer to City of Leesburg, Florida.
- 1.6. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.
- 1.7. **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 in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.
- 1.8. **In Writing –** Unless otherwise designated 'In Writing' includes submitting documents or questions through the electronic bid system, *Public Purchase*, currently used by the City.
- 1.9. **Modification:** A written change to the terms of a contract.
- 1.10. **Bid, Offer, Submittal, Proposal or Response:** Shall refer to any bid offer, proposal, or response submitted in regard to this Invitation to Bid that if accepted would bind the Offeror to perform the resultant contract
- 1.11. **Invitation to Bid (ITB):** A solicitation document used in Sealed Bidding procurements where award is to the responsive and responsible bidder whose bid is most advantageous to the City, considering price and price-related factors. It describes the City's requirements clearly, accurately, and completely.
- 1.12. Request for Proposals (RFP)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. RFP's and RFQ's are used in negotiated procurements to communicate City requirements to prospective contractors and to solicit proposals/qualification statements from them. Used where Qualifications are considered equal to; or greater than price.
- 1.13. **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 28 below).
- 1.14. **Respondent:** Shall refer to anyone submitting a response to an Invitation to Bid (ITB), or Request for Proposal (RFP), or Request for Qualifications (RFQ).
- 1.15. **Responsive:** Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB or RFP. Their bid, offer, proposal or response conforms to the instructions and format specified in the solicitation document.
- 1.16. **Solicitation**: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, proposals or submittals from interested parties.
- 1.17. **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 solicitation'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.

#### GT-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 regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may register with the City's official on-line bid management and notification system, Public

Purchase. Registering will allow vendors to be notified of bid opportunities and changes to active solicitations.

- 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 or confusion about these matters by the bidder/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 *Public Purchase*. 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 <a href="mailto:purch@leesburgflorida.gov">purch@leesburgflorida.gov</a>. 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 bidder/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 bidders'/offerors' responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder/offeror is required to submit with its bid/offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid/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 Bid/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 <u>in writing</u> as indicated below, in ample time before the period set for the receipt and opening of the bids/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 bidders/offerors 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 bidders/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.
- GT-3. **Award** Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all bids/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.
- GT-4. **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.

- GT-5. **Basis For Bidding -** The total amount bid shall be based on unit prices and/or lump sum(s) according to the Bid Schedule form of the bid. Any quantities shown in the Bid Response Form documents are estimates for the purpose of arriving at a total bid price for Bid Response comparison.
- GT-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. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-7. **City is Tax Exempt** The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-8. 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.
- GT-9. **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.
- GT-10. **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.
- GT-11. **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.
- GT-12. **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.
- GT-13. **Cost of Preparing Proposals/Qualification Statements** All costs incurred by the Offeror for proposal/qualification statement 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.
- GT-14. **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.

- GT-15. **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.
- GT-16. **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.
- GT-17. **Governing Law/Jurisdiction -** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-18. Interpretation of Contract Documents Each Bidder/Offeror shall thoroughly examine the Solicitation 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 Bidder/Offeror should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728 9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Offerors.
  - 18.1. 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.
- GT-19. 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.
- GT-20. **Liability** The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Solicitation.
- GT-21. **Non-appropriation** The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a "non-appropriation" 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 any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:
  - 21.1. a non-appropriation has occurred, and
  - 21.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
  - 21.3.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.

- GT-22. **Other Agencies -** With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.
- GT-23. **Price** The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the Unit Cost will take precedence.
- GT-24. **Prompt Payment Policy** It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder/offeror may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders/Offerors are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.
- GT-25. **Protests** Protests must be submitted in writing to the Purchasing Manager at 204 N. 5<sup>th</sup> Street, 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.
- GT-26. **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."
- GT-27. **Public Records Law –** The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.
- GT-28. **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.
  - 28.1.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.
  - 28.2. 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.
  - 28.3.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.
- GT-29. **Quantities** The City reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid 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.
- GT-30. 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.

- GT-31. **Responsiveness** (**Bids/Proposals**) Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected.
  - 31.1. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-32. **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 solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
  - 32.1.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 Bidder/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.
- GT-33. **Rules, Regulations and Licenses** The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the 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.
- GT-34. **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.
- GT-35. **State Registration Requirements** Any corporation submitting a bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).
- GT-36. **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.
- GT-37. **Time Allowed –** Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.
- GT-38. **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.
- GT-39. **Warranty** All warranties express and implied, shall be made available to the City for 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. This paragraph does not apply to Solicitations for professional services covered by Chapter 287.055, Florida Statutes.
- GT-40. **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.
- GT-41. **Withdrawal of Bids/Proposal -** Any response to this solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and any addenda.

[END OF SECTION.]

## I. **EVALUATION PROCESS**

- a) The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to (1) Review of all stated RFQ requirements and supporting documentation in accordance with the stated response format; (2) Reference Surveys; (3) Florida Professional License and Business Registration verification.
- b) Purchasing will provide responsive and responsible solicitation packages to the Technical Evaluation Panel (TEP) which shall consist of at least 3 members, but not more than 5 members for their review and consideration.
- c) The TEP will evaluate the responses based on, but not be limited to the criteria indicated below. Evaluation will be based on the TEP's ability to identify and determine the Respondent's qualifications applicable to the scope and specified in this RFQ. The evaluation criteria indicate weights.

	EVALUATION CRITERIA	WEIGHTING	
Projec	et Team		
a) b) c) d)	Project Manager's leadership experience Education of team members Team member experience with essential duties Alignment of team member skills and City requirements	35 Weight	
Appro	Availability  ach		
a) b)	Understanding of 'immediate need services' and possible 'additional services'.	35 Weight	
Firms	Experience with Previous Water/Wastewater		
Projec	ets		
a)	Public sector experience with water/wastewater project management	30 Weight	
1	Significant modeling experience	Ü	
c) Familiarity with Federal and State regulatory requirements			
d)	Experience with state, regional and local regulatory agencies		

TOTAL SCORE POSSIBLE	100 Weight
Total Points Possible (Ranking 0-5 multiplied by weight)	500 Base Points
BONUS POINTS	
Local Vendor Preference	
a. Tier I Local Vendor – Within Leesburg city limits or a Leesburg utility customer – Receives ten (10) Points	10 points Maximum
<ul> <li>b. Tier II Local Vendor – Not a Tier I Local Vendor but within a 20-mile radius of the intersection of Main / 14th Streets – Receives four (4) Points</li> </ul>	Awarded to qualifying vendors in addition to awarded
Awarded to qualifying vendors in addition to the base points.	base points.
Previously Awarded Work	
Volume of work previously awarded to the Respondent by the City within the last three (3) years (January 2010 through December 2012):  10 - \$0 - \$50,000  8 - \$50,001 - \$100,000  6 - \$100,001 - \$200,000  4 - \$200,001 - \$350,000  2 - \$350,001 - \$500,00  0 - \$500,001 +	10 points Maximum
TOTAL AVAILABLE BONUS POINTS	20 points

- II. **RANKING METHODOLOGY** The TEP members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.
  - a. Raw Scores:
    - i. TEP members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions, ie 1.0, 1.7, 3.75, 4.5, etc...
    - ii. The members score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is 500. Identified Potential Bonus Points will be added to the total raw points for all weighted criteria.
    - iii. Each total raw point scored will be converted to an ordinal score or ranking.
  - b. Ordinal Scores are determined as the order of preference based on the individual TEP member's raw scores point totals.
    - i. The highest raw score will receive an ordinal score of 1; the 2<sup>nd</sup> highest raw score will receive an ordinal score of 2, and so on.

- ii. The individual ordinal score for each TEP member for each respondent will be added together for a total ordinal score.
- iii. The lowest total ordinal score will be ranked as #1, 2<sup>nd</sup> lowest ranked as #2 and so on.
- c. The TEP will meet to discuss the responses, scoring, ranking, and any other issues related to the project. TEP members have an option to either:
  - i. Adjust their scoring based on the TEP's discussion;
  - ii. Re-rank respondents based on the TEP's discussion; or
  - iii. Determine a ranking by the consensus of the TEP.
- d. Discussion may or may not be conducted with Respondent's for clarification purposes.
- e. The TEP may prepare a "shortlist" of highest ranked Respondent's depending on the number of Respondents and analysis of the final scoring.
- III. **PRESENTATIONS/INTERVIEWS** After reviewing submissions, the City may request presentations or interviews with either the short listed or top ranked Respondent(s) to further clarify the City's requirements, the Respondent's response and/or request additional information. Therefore, the Respondent shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Respondent.

Presentations may include, but not be limited to, a presentation from the Respondent and questions from the City. City will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall address all questions provided in their presentation and made available in handouts and on digital format. Costs incurred by Respondent(s) will not be reimbursed by City. City will make an effort to provide at least three (3) days notice to Respondent prior to presentation date.

The TEP will evaluate and score all presentations/interviews based on criteria determined by the TEP prior to the presentation date.

IV. <u>RESPONSE SUBMISSION FORMAT</u> - The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format may result in a reduction of the evaluation points assigned to your proposal and possibly rejection of the entire submittal.

### **Letter of Interest**

Provide an informative, narrative letter pertinent to your firm's' understanding of the Scope of Work. This letter should not exceed five (5) pages.

### **SECTION A**

## **Project Approach:**

Describe in a narrative form, a project approach which summarizes the Consultant's vision of the project with the methods and strategy contemplated to achieve the design and construction of this ditch enclosure project.

This statement of approach should not exceed five (5) 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. For your convenience one is provided.

Firms may use other sources of the SF 330 provided it is in the same format as provided here. Microsoft Word versions of the SF 330 are NOT acceptable.

## Requirements for SF 330 Sections D, E and F

**SF 330 Section D -** This chart shall include the entire project team. The Key Personnel stated in Section E shall match the Organizational Chart. Should not exceed one (1) page.

**SF 330 Section E** – **Resumes of Key Personnel** - Include a Section E form for <u>EACH</u> key person you anticipate assigning to this project if your firm is awarded a contract. Complete the form fully for all requested information. Should not exceed three (3) pages per resume.

**SF 330 Section F – Example Projects** - Include a Section F form for EACH project used to represent your firms' experience on similar projects as the one listed in Section 2, Item 23. Past project experience should also be provided for those items listed under Section 2, Item 24 – Additional Services. The timeframe identified for this requirement is January 2010 through February 2013. This requirement is based on the experience of the Principal and not the Principal's staff performing the services. At least one (1) of the identified KEY PERSONNEL shall have participated in each project referenced. Include a minimum of 3 project examples. Do not exceed ten (10) example projects in total.

i. Respondents are encouraged to submit representative projects for the services requested as an immediate need and the services listed under 'Additional Services'. Representative projects should demonstrate the proposed team's ability to provide services for all areas of storm water management.

ii. Submission of projects not similar to the services requested here may result in the loss of points awarded to a Respondent.

**SF330 Section G – Key Personnel Participation** - Indicate the involvement of those key personnel that may be assigned to this project in the Section F – Example Projects. At least one (1) of the identified KEY PERSONNEL shall have participated in each example project.

## City of Leesburg Exceptions to SF330

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

**SF330 – Section H. Additional Information** – Describe your firms experience working with and obtaining permits from the Saint Johns River Water Management District (SJRWMD).

### SF330 - Page 6 - Architect-Engineer Qualifications

Section 11.a. Federal Work – In this box indicate all work performed for any non-federal government agencies, districts and municipalities over the past three (3) years, January 2010 through December 2012.

Section 11.b. Non-Federal Work – In this box indicate all work performed (invoiced and paid) for the City of Leesburg, Florida over the past three (3) years, January 2010 through December 2012.

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

## **SECTION C**

<u>City Forms</u> - In Section C include all other City Forms provided in Section 5 of this solicitation document. City forms do not apply to page count.

[END OF SECTION]

#### **RESPONENT'S CERTIFICATION**

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

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

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

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

The following exception(s) is/are taken:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)					
General Vendor Information and Signature					
Firm Name:					
Physical Address:					
Mailing Address:					
Phone No.:	Fax No.:	Mobile Phone No.:			
FEIN No.:	E-Mail Address:				
Printed name:		Title:			
Signature:		Date:			

## **ADDITIONAL CONTACT INFORMATION**

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

		ontact
	Fax No.:	
E-Mail Address:	T ux 110	
E-ivian Address.	Additional C	ontact
Nome		
Phone No.:	Fax No.:	Mobile Phone No.:
E-Mail Address:		
INCRDITORIONIC	Complete Part I or Part II (whichever	
	red a major irregularity and may be cause	
Part I:  The Offeror must list	red a major irregularity and may be cause	
Part I:	red a major irregularity and may be cause	for rejection of the proposal.  addendum received in connection with this
Part I:  The Offeror must list	t below the dates of issue for each	addendum received in connection with this
Part I:  The Offeror must list	t below the dates of issue for each  Addendum #1, Dated:	addendum received in connection with this
Part I:  The Offeror must list	t below the dates of issue for each Addendum #1, Dated: Addendum #2, Dated: Addendum #3, Dated: Addendum #4, Dated:	addendum received in connection with this
Part I:  The Offeror must list	t below the dates of issue for each Addendum #1, Dated: Addendum #2, Dated: Addendum #3, Dated:	addendum received in connection with this

## **AFFIDAVIT OF NON-COLLUSION**

ate tha	at I am	of		and that I		
outho	(title) orized to make this affidavit on behalf of my firm	n and its own	(name of company)	rasponsible in my		
	Proposal.	ii, aiiu its owi	iers, directors, and officers. Tall the person	responsible in my		
ate tha	at:					
	Any subsequent fee schedules that may be communication or agreement with any other Of			without consultation		
		e schedules that may be submitted have been disclosed to any other firm or person who is a Offeror or potentia they will not be disclosed before being requested by the City.				
	No attempt has been made or will be made to in	duce any firr	m or person to refrain from competing for th	is contract.		
		t fee schedule submitted by my firm is made in good faith and not pursuant to any agreement or discussion ment from, any firm or person to submit a complementary or other noncompetitive Offer.				
			_, its affiliates, subsidiaries, officers, direct	tors and employees		
	(name of company) are not currently under investigation by any g found liable for any act prohibited by State or I to bidding on any public contract, except as des	Federal law in	n any jurisdiction, involving conspiracy or			
	I state that(name of company)		understands and acknowledge	es that the above		
	be treated as fraudulent concealment from the solicitation or contract.	city of Leest	ourg of the true facts relating to the submiss	sion of Otters for thi		
_	(Authorized Signature)		(Title)			
			NOTICE: State name of Offeror follow authorized individual (and title) who is offeror is an individual, state name of Offeror is an individual.	signing as Affiant. If		
	(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			

## **Local Vendor Certification**

Refer to the RFP document regarding the Local Vendor Preference Policy regarding local vendor tiers.

Except where federal or state law/requirements mandate to the contrary, preference shall be given to Local Vendors in the following manner:

- a. **"Tier I Local Vendor"** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services from the City of Leesburg.
  - i. **Tier I Local Vendor** Under a Competitive Solicitation, the City may give a preference to a Tier I Local Vendor of 10 points.
- b. **"Tier II Local Vendor"** shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
  - i. **Tier II Local Vendor** Under a Competitive Solicitation, the City may give a preference to a Tier II Local Vendor of 4 points..

Bidders wanting a copy of the entire policy can receive one by making a request by e-mail to <u>purch@leesburgflorida.gov</u> or by calling the purchasing office at (352) 728-9880.

My Firm does not qualify as a local vendor
My Firm Qualifies as a Tier 1 - Local Vendor for this solicitation
My Firm Qualifies as a Tier 2 - Local Vendor for this solicitation

## ARCHITECT-ENGINEER QUALIFICATIONS

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

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

#### **PURPOSE**

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

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

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

#### **GENERAL INSTRUCTIONS**

Part I presents the qualifications for a specific contract.

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

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

#### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

#### **DEFINITIONS**

Architect-Engineer Services: Defined in FAR 2.101.

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

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

Firm: Defined in FAR 36.102.

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

#### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

Section A. Contract Information.

- 1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
- 2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
- 3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.
  - Section B. Architect-Engineer Point of Contact.
- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

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

Section D. Organizational Chart of Proposed Team.

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

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

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

- 12. Name. Self-explanatory.
- 13. Role in This Contract. Self-explanatory.
- 14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).
- 15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.
- 16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- 17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.
- 18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

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

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

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

- 20. Example Project Key Number. Start with "1" for the first project and number consecutively.
- 21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
- 22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).
- 23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
- 23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
- 23c. Point of Contact Telephone Number Self-explanatory.
- 24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

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

Section G. Key Personnel Participation in Example Projects.

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

- 26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.
- 28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

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

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



#### 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

#### Part II - General Qualifications

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

- 1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.
- 2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.
- 3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.
- 4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.
- 5. Ownership.
- a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).
- b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.
- 6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.
- 7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.
- 8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

- effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.
- 9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).
- 10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.
- 11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Government, either as the prime contractor subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.
- 12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

## List of Disciplines (Function Codes)

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

### List of Experience Categories (Profile Codes)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological
A02	Aerial Photography; Airborne Data and Imagery		Investigations
	Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage;	E03	Electrical Studies and Design
	Farm Mechanization	E04	Electronics
A04	Air Pollution Control	E05	Elevators; Escalators; People-Movers
A05	Airports; Navaids; Airport Lighting;	E06	Embassies and Chanceries
	Aircraft Fueling	E07	Energy Conservation; New Energy
A06	Airports; Terminals and Hangars; Freight		Sources
	Handling	E08	Engineering Economics
A07	Arctic Facilities	E09	Environmental Impact Studies,
A08	Animal Facilities		Assessments or Statements
A09	Anti-Terrorism/Force Protection	E10	Environmental and Natural Resource
A10	Asbestos Abatement		Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	<b>Environmental Testing and Analysis</b>
B01	Barracks; Dormitories		ζ ,
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
	-	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (Planning & Relocation)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		,
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities;
C07	Coastal Engineering		Parking Decks
C08	Codes; Standards; Ordinances	G02	Gas Systems (Propane; Natural, Etc.)
C09	Cold Storage; Refrigeration and	G03	Geodetic Surveying: Ground and Air-
	Fast Freeze	200	borne
C10	Commercial Building (low rise);	G04	Geographic Information System
- · <del>-</del>	Shopping Centers		Services: Development,
C11	Community Facilities		Analysis, and Data Collection
C12	Communications Systems; TV; Microwave	G05	Geospatial Data Conversion: Scanning,
C13	Computer Facilities; Computer Service	200	Digitizing, Compilation,
C14	Conservation and Resource		Attributing, Scribing, Drafting
0.1	Management	G06	Graphic Design
C15	Construction Management	200	
C16	Construction Surveying	H01	Harbors; Jetties; Piers, Ship
C17	Corrosion Control; Cathodic Protection;	.101	Terminal Facilities
517	Electrolysis	H02	Hazardous Materials Handling and
C18	Cost Estimating; Cost Engineering and	1102	Storage
5.5	Analysis; Parametric Costing;	H03	Hazardous, Toxic, Radioactive
	Forecasting	1100	Waste Remediation
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air
010	3.73g5ino i domino	110-	Conditioning
D01	Dams (Concrete; Arch)	H05	Health Systems Planning
D01	Dams (Earth; Rock); Dikes; Levees	H06	Highrise; Air-Rights-Type Buildings
D02	Desalinization ( <i>Process &amp; Facilities</i> )	H07	Highways; Streets; Airfield Paving;
D03	Design-Build - Preparation of Requests for	1107	Parking Lots
D0 <del>4</del>	Proposals	H08	Historical Preservation
D05		H08 H09	Hospital & Medical Facilities
סטם	Digital Elevation and Terrain Model Develop-		
DOG	ment	H10	Hotels; Motels
D06	Digital Orthophotography	H11	Housing (Residential, Multi-Family;
D07 D08	Dining Halls; Clubs; Restaurants	114.0	Apartments; Condominiums)
11(1)(2)	Dredging Studies and Design	H12	Hydraulics & Pneumatics
БОО	Broaging Stadios and Boolgin	H13	Hydrographic Surveying

### List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing	P09	Product, Machine Equipment Design
	Plants	P10	Pneumatic Structures, Air-Support
102	Industrial Processes; Quality		Buildings
	Control	P11	Postal Facilities
103	Industrial Waste Treatment	P12	Power Generation, Transmission,
104	Intelligent Transportation Systems		Distribution
105	Interior Design; Space Planning	P13	Public Safety Facilities
106	Irrigation; Drainage	110	r abile carety r delittles
100	inigation, Drainago	R01	Radar; Sonar; Radio & Radar
J01	Judicial and Courtroom Facilities	1101	Telescopes
301	Sudicial and Courtion Facilities	R02	Radio Frequency Systems &
L01	Laboratories; Medical Research	1102	Shieldings
LOI	Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks,
L03	Landscape Architecture	1104	Marinas, Etc.)
L03	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L04 L05	Lighting (Interior; Display; Theater,	R06	Rehabilitation (Buildings; Structures;
LUS	Etc.)	nuo	Facilities)
L06	Lighting (Exteriors; Streets;	R07	Remote Sensing
LUG	Memorials; Athletic Fields, Etc.)	R08	Research Facilities
	iviemonais, Atmetic Fields, Etc.)	R09	
N/O1	Manning Langting / Addressing Cyatage		Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems;	R11	Rivers; Canals; Waterways; Flood
N400	Conveyors; Sorters	D40	Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical	004	
	Engineering	S01	Safety Engineering; Accident
M05	Military Design Standards		Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke
M07	Missile Facilities (Silos; Fuels;		Detection
	Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design;	S04	Sewage Collection, Treatment and
	Pre-Fabricated Structures or		Disposal
	Components	S05	Soils & Geologic Studies;
			Foundations
N01	Naval Architecture; Off-Shore	S06	Solar Energy Utilization
	Platforms	S07	Solid Wastes; Incineration; Landfill
N02	Navigation Structures; Locks	S08	Special Environments; Clean Rooms,
N03	Nuclear Facilities; Nuclear Shielding		Etc.
		S09	Structural Design; Special
001	Office Buildings; Industrial Parks		Structures
002	Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood
003	Ordnance; Munitions; Special		Plain Studies
	Weapons	S11	Sustainable Design
		S12	Swimming Pools
P01	Petroleum Exploration; Refining	S13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and		
	Distribution)	T01	Telephone Systems (Rural; Mobile;
P03	Photogrammetry		Intercom, Etc.)
P04	Pipelines (Cross-Country - Liquid &	T02	Testing & Inspection Services
	Gas)	T03	Traffic & Transportation Engineering
P05	Planning (Community, Regional,	T04	Topographic Surveying and Mapping
	Areawide and State)	T05	Towers (Self-Supporting & Guyed
P06	Planning (Site, Installation, and Project)		Systems)
P07	Plumbing & Piping Design	T06	Tunnels & Subways
P08	Prisons & Correctional Facilities		

### List of Experience Categories (Profile Codes)

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

## **ARCHITECT - ENGINEER QUALIFICATIONS**

				F	PART I - CON	RACT-SPECIFIC	QUALIFICATION	s
					Α.	CONTRACT INFORM	MATION	
1. TI	ΓLE	AN	D LO	CATION (City and State)				
2. PL	JBLI	C N	ОТІС	E DATE		3. SOLICIT	ATION OR PROJECT NUM	BER
					B. ARCHIT	ECT-ENGINEER POIN	T OF CONTACT	
4. NA	AME	AN	ID TI	TLE				
5. NA	AME	OF	FIRM	Л				
6. TELEPHONE NUMBER 7. FAX NUMBER		7. FAX NUMBER	8. E-MAIL	ADDRESS				
				(Comple	te this section fo	C. PROPOSED TEA	Mor and all key subcon	tractors.)
	ш		SUBCON-	9. FIRM NA	AME	10. AI	DDRESS	11. ROLE IN THIS CONTRACT
a.				CHECK IF BRANCH OFF	ilcE			
b.				CHECK IF BRANCH OFF				
c.				CHECK IF BRANCH OFF				
d.				CHECK IF BRANCH OFF				
e.				CHECK IF BRANCH OFF				
f.				CHECK IF BRANCH OFF				
D (	)RC	301	\  7 <i> </i>	ATIONAL CHART OF PR	OPOSED TEAM			(Attached)

		EY PERSONNEL PROPOSED FOR ete one Section E for each key p		ACT		
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 (DEGREE AND SPECIALIZATION)	17. CURRENT PR	OFESSIONAL REG	SISTRATION (	(STATE AND DISCIPLINE)	
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Awards, etc.)				
		19. RELEVANT PROJECTS				
	(1) TITLE AND LOCATION (City and State)				COMPLETED	
			PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)	
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	Check if	f project per	rformed with current firm	
	(1) TITLE AND LOCATION (City and State)		<u> </u>	(2) VEAD	COMPLETED	
	(iv) in 22 / in 5 25 6/ in on yorky and state)		PROFESSIONA		CONSTRUCTION (If applicable)	
				_ 0	, applicazio,	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	Check if	f project pei	rformed with current firm	
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED	
			PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)	
C.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	Check if	f project per	rformed with current firm	
	(1) TITLE AND LOCATION (City and State)				COMPLETED	
			PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	Check if	f project per	rformed with current firm	
	(1) TITLE AND LOCATION (City and State)				COMPLETED	
					CONSTRUCTION (If applicable)	
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE	Check if	f project per	rformed with current firm	

F. EXAMPLE PROJECTS WI QUALIFICA (Present as many projects as reque Complete of	20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION (City and State)		COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	23. PROJECT OWNER'S INFORMAT	ION	
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF C	CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE	TO THIS CONTRACT (Include scope, size, and	cost)	

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

20. EXAMPLE PROJECT KEY

## 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) 26. NAMES OF KEY 27. ROLE IN THIS **PERSONNEL** CONTRACT (From Section E, (From Section E, Block 12) Block 13) 2 4 5 6 9 10 3 1 29. EXAMPLE PROJECTS KEY NO. TITLE OF EXAMPLE PROJECT (FROM SECTION F) NO. TITLE OF EXAMPLE PROJECT (FROM SECTION F) 1 6 2 7 3 8 4 9 5 10

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

	H. ADDITIONAL I	NFORMATION		
80. PROVIDE ANY ADDITIONAL INFORMATION REQU	ESTED BY THE AGENCY. ATTA	ACH ADDITIONAL SHEETS AS	NEEDED.	
	I. AUTHORIZED RI The foregoing is a s			
1. SIGNATURE	The foregoing is a s	tatomont of facts.		32. DATE
33 NAME AND TITLE				[

	ARCHIT	ECT-ENGINEE	R QL	JAL	.IFICA	TIONS		1. SOLI	CITATION NUMBER	(If any)	
	(If a firr	P. m has branch offic	ART II	- GI	ENERAL lete for e	QUALIF each spe	ICATIO	NS anch o	ffice seekina	work	
2a. FIRM (OF	R BRANCH OFFIC								R ESTABLISHED		DUNS NUMBER
2b. STREET									5. OWN	NERSH	IP
2c. CITY					10 + 074	TE 10 710	0005	a. TYPE			
ZC. CITY					2d. STA	TE 2e. ZIP	CODE	b. SMA	LL BUSINESS STATI	US	
6a. POINT O	F CONTACT NAM	ME AND TITLE			•	•		7. NAV	IE OF FIRM (If block	2a is a b	ranch office)
6b. TELEPHO	ONE NUMBER		6c. E-MA	IL ADI	DRESS						
		8a. FORMER FIRM	NAME(S	) (If a	ny)			8b. Y	R. ESTABLISHED	8c. I	DUNS NUMBER
	9. EM	IPLOYEES BY DISCIPI	INE			AN			FIRM'S EXPERI REVENUE FOR		5 YEARS
a. Function Code	k	o. Discipline	c. No		mployees (2) BRANCH	a. Profile Code		b.	Experience		c. Revenue Index Number (see below)
_											
	Other Emplo	yees Total									
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SEI	RVICES REVE FOR LAST	NUES OF FIRM	2.	\$10	s than \$10 0,00 to le	00,000 ess than \$2	250,000	6. 7.	ENUE INDEX NU \$2 million to le \$5 million to le	ess tha	n \$5 million
a. Federal			3. 4.			less than sless than s			\$10 million to \$25 million to		-
b. Non-Fe	deral Work Vork		5.			less than \$			\$50 million or		
5. 10tui V	m	<u>I</u>	12.	AUTH	IORIZED I	REPRESEN	TATIVE				
a. SIGNATUR	RE		The f	oreg	oing is a s	statement	of facts.		b. DA	TF	
a. GIGINATUI									D. DA		

c. NAME AND TITLE

# ATTACHMENT "A"

POSITION	JOB DESCRIPTION
Principal	The Principal-in-Charge is a Registered Professional Engineer who holds full project responsibility and authority to represent the firm. It is his responsibility to assure that all necessary corporate and staff resources are available. The authority of the Principal-in-Charge, combined with an extensive understanding of the work to be performed, provides the project team and staff with strong leadership, technical direction and expert supervisory guidance of all work undertaken by the firm. The Principal is ultimately responsible and accountable to provide excellence in Customer Service and Quality for all company work performed. Duties include management and oversight of all personnel, projects, production control, budgeting, task scheduling, coordination, and review.
Senior Project Manager	When warranted, a Senior Project Manager is assigned to projects of broad scope and impact. This position may be allowed when the City requires a principal to provide services due to expertise and knowledge. This position may oversee less senior project managers or solely assume the role and responsibility of the Project Manager.
Project Manager	A project manager is the person responsible for accomplishing the stated project objectives. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which are cost, time, and quality (also known as scope). A project manager is the client representative and has to determine and implement the exact needs of the client, based on knowledge of the firm they are representing. The ability to adapt to the various internal procedures of the contracting party, and to form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and above all, client satisfaction, can be realized.
Senior Engineer/Engineer of Record	A Licensed Professional Engineer who leads the design of the project. They works closely with the Project Manager to ensure the needs of the client are being met along with ensuring the product design meets the standard of care required for the design of the project and are in accordance with current codes and rules. This job may have varying degrees of supervisory responsibility at the project or task levels. May plan, schedule, coordinate and oversee the work of task leads or lower-level engineers or technicians who assist with particular projects.
Engineer	A Licensed Professional Engineer is responsible for a particular technical aspect of the project and is the person who usually does the layout or calculations for the Senior Engineer or Project Manager. The Engineer works under the Project Manager of the Senior Engineer. Depending on the size of the project or the firm, the Project Engineer may also produce the CAD/D plans.
Senior Designer	Discipline designer, drafting lead and/or drafting approver on multidiscipline projects, multiple projects, and large, complex projects. May serve as project manager on less complex projects.
Designer	The design engineer takes care of the inner workings/engineering of a design and works under the direction of a Senior Designer, Senior Engineer or Project Manager
Senior Technician	May oversee less senior Technician Positions. Perform highly complex technical and analytical office and field engineering work involving drafting, surveying, mapping, design and related engineering/design activities. They must be able to assemble technical specifications and produce cost estimates in conjunction with the engineered plans. From base design of project at the beginning to as-built/record documentation at the end, they must communicate with field personnel and competently utilize data collected for the project.
Senior CADD Technician	Uses CADD software to produce neat, legible construction documents that meet company quality control standards. Primarily functions as drafting lead or task lead on simple projects or as a sub-lead on large, complex projects.
CADD Technician	The CADD Technician also works under the engineering staff, but requires more direction than the more experienced Senior CAD/D Technician. The CADD Technician produces the CADD plans, but the engineering staff usually must give the CAD/D explicit direction or mark-ups to go by.

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RFQ 130633	
Professional Surveyor	State of Florida Registered Land Surveyor. Plans, organizes, and directs work of one or more survey parties engaged in surveying earth's surface to determine precise location and measurements of points, elevations, lines, areas, and contours for construction, mapmaking, land division, titles, mining or other purposes: Researches previous survey evidence, maps, deeds, physical evidence, and other records to obtain data needed for surveys. Develops new data from photogrammetric records. Determines methods and procedures for establishing or reestablishing survey control. Keeps accurate notes, records, sketches to describe and certify work performed. Coordinates findings with work of engineering and architectural personnel, clients and others concerned with project. Assumes legal responsibility for work.
Survey Field Crew Chief/Data Collection	Under direction, coordinates the activities of a field survey party; performs the most technically complex paraprofessional field surveying duties; and performs other duties as required. Positions in this advanced journey-level classification are responsible for the effective performance, training, and safety of all members of a field survey party. Survey Party Chief is distinguished from the class of Engineering Technician Specialist by its sole assignment of surveying duties. Survey Party Chief reports to a Surveyor classification that is assigned responsible charge for field survey work.
Survey Instrument Person	Perform the responsibilities of the instrument man on a survey crew. Position will also include performing basic to moderately-difficult CADD drafting assignments. Will work under the general direction of a Surveyor or Survey Field Crew Chief. This position at this level typically takes engineering notes, specifications, rough sketches, etc., and formalizes them into working drawings.  Under direction, reviews survey maps and documents for technical correctness and
Surveyor In Training	compliance with federal, state, and local regulations; performs the most technically complex paraprofessional office surveying duties; and performs other duties as required.
Survey Technician	Land Survey Technicians work by collecting information to be used in making topographic maps; they operate survey instruments, mark boundaries on property and stake constructions. They also work indoors and assist land surveyors by doing computer-aided drafting and computations in offices.
GPS Technician	Responsible for collecting field data (wetland information, structures, road alignments, stream crossings, etc) using GPS units. Prepares designs, reports and calculations on complex projects. Performs and develops scope for field and office tasks (technical and non-technical) and independent analysis. Conducts field exploration, sampling, inspection, analysis and technical support under supervision. Coordinates projects with direct review and interaction by senior operations/technical staff.
Two-Man Field Party	Party consists of Survey Crew Chief, Survey Technician and all equipment and materials to perform work.
Three-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and Survey Technician and all equipment and materials to perform work.
Four-Man Field Party	Party consists of Survey Crew Chief, Survey Instrument Person, and two (2) Survey Technicians and all equipment and materials to perform work.
Hydrographic Field Party	Party consists of GPS Technician, Boat Captain, and Survey Technician and all equipment and materials to perform work in a body of water and on land.
GPS Mapping - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.
GPS Mapping - Three-Man Party	Party consists of GPS Technician and two (2) Survey Technicians and all equipment and materials to perform work.
GPS Surveying - Two-Man Party	Party consists of GPS Technician and Survey Technician and all equipment and materials to perform work.
GPS Surveying - Three-Man Party	Party consists of Survey Crew Chief, GPS Technician and Survey Technician and all equipment and materials to perform work.
Construction Manager	Plan, direct, coordinate, or budget, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. May participate in the conceptual development of a construction project and oversee its organization, scheduling, and implementation.
Construction Observer/Inspector	Perform all phases of field assignments to obtain and record accurate and complete data. Interpret specifications, working drawings and conveys intent to the contractor. Responsible for all testing, testing coordination, equipment and equipment maintenance. Perform all aspects of field inspection.
233aaa.a 2230.rommopootoi	Provide complete administrative support to a department, group, or similar
Professional Administration	organizational unit.

RFQ 130633	
	A witness, who by virtue of education, training, skill, or experience, is believed to have expertise and specialized knowledge in a particular subject beyond that of the average person, sufficient that others may officially and legally rely upon the witness's
	specialized (scientific, technical or other) opinion about an evidence or fact issue within the scope of his expertise, referred to as the expert opinion, as an assistance to the
Expert Witness	fact-finder