

**REQUEST FOR QUALIFICATIONS
for
PROFESSIONAL ENGINEERING SERVICES
RFQ 001-2021**

The City of Starke, Florida (the "City"), pursuant to the provisions of Section 287.055, Florida Statutes (the "Consultants Competitive Negotiation Act") is seeking Statements of Qualifications ("SOQs") from individuals and firms ("Consultants") interested in providing continuing professional engineering services for the development, design, and implementation of public works, public utilities and/or municipal projects and programs in accordance with the Consultant's Competitive Negotiation Act, Chapter 287.005 F.S. (the "CCNA").

The City, at any time, reserves the right to solicit new, additional, or updated qualifications for any and all projects or tasks, regardless of fee or construction value. Selection by the City as the most qualified Consultant does not guarantee such Consultant will ultimately be the Consultant with which the City contracts if the City and such Consultant are unable to reach mutually agreeable contract terms. Further, a continuing contract between a Consultant and the City does not guarantee such Consultant will be called on a regular basis during a contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. There are no limits on the number of firms that may have contracts with the City. Whether a Consultant is qualified to perform certain work may be based on, among other things, the Consultant's current workload or availability, expertise in the project area and previous work awarded. Contracts will not be awarded on a rotation system. All contracts will be awarded pursuant to the City's purchasing policy, the CCNA, and not specific price/cost thresholds.

A termination clause of thirty (30) days after official notice by the City will be included in the provisions of any contract with a Consultant arising from this RFQ process, in addition to a provision for termination for-cause, which may allow a shorter time between provision of notice of termination and the effective date of such for-cause termination. Insurance will be required at the time of execution of any contract in conformity with the Insurance Requirements set forth herein. During the term of any such contract, the Consultant shall maintain in full force and effect at its own cost and expense the minimum insurance coverage set forth herein. Additionally, an executed Public Entity Crime Statement must accompany the SOQ.

Responses to this RFQ must be submitted in triplicate by 4:00 pm, April 15, 2021 to:

John Holman, City Manager
City of Starke
209 N Thompson St
Starke, FL 32091

All questions concerning the submittal of SOQs must be submitted in writing to John Holman at jholman@cityofstarke.org and shall be received no later than 4:00 p.m., April 8, 2021. No questions may be directed to any other party. All interpretations will be provided in the form of an addendum and will be published on the City's website.

1. **SCOPE OF DESIRED SERVICES:** The objective of this RFQ is identify and contract with qualified Consultants interested in providing continuing professional engineering services required to accomplish geotechnical, structural, stormwater, roadway, water, wastewater, reclaimed water, buildings and other public works, public utilities and/or municipal projects and

programs within the City's service area in accordance with the CCNA. Ideally responding Consultants will offer a wide array of services from the following professional service areas:

- A. Engineering and other professional services relating to contractual construction and City executed construction projects.
 - 1) Preliminary and Final design, including all sub-consultant work, construction cost estimates, bidding, permits and construction documents for implementing projects.
 - 2) Contract administration during the construction phase. Such services may include full or part time inspection, shop drawing approvals, field surveys, as-built drawings, warranty inspections or other services needed during or after construction.
 - B. Project Management and Construction, Engineering and Inspection (CEI) services for the City and developer construction projects. Service may include plan review, owner's representative services during construction including inspection of construction and project closeout to include as-built review and recommendation for approval to City Staff.
 - C. Professional services for the completion of preliminary and feasibility investigations, cost or rate studies, peer review, value engineering, economic comparisons, regulatory permitting or report preparation, and capital improvement planning activities resulting in reports and technical documents.
 - D. Technical advisory services for the review of construction design plans, reports and technical documents submitted to and prepared by the City. Detailed quantity surveys of material and labor for construction projects. Response to field and engineering questions and issues.
 - E. Grant writing and administration assistance for Public Works/Public Utilities or Municipal projects.
 - F. Modeling, mapping and GIS data conversion. Conversion of As-Built drawings to electronic format.
 - G. Presentations as applicable for City Commission meetings or Public Hearings.
 - H. Other Professional Engineering Services.
2. **NON- EXCLUSIVE:** Notwithstanding any continuing contracts resulting from future negotiations that arise from this RFQ, for qualifying projects and studies under the CCNA the City reserves the right to follow its normal purchasing procedures at any time to procure the services identified herein.
3. **MINIMUM REQUIREMENTS OF CONSULTANT(S):**

- A. Current Florida license as a professional engineer for applicable team members. The engineering firm will also have a current Florida license to offer engineering services.
- B. A local office in which the work will be done located within 3 hours driving distance of the City of Starke.
- C. Local staff with the capability of performing the required services being offered.
- D. Demonstrated capability, past experience and expertise in professional services related to public works, public utilities, and/or municipal projects and programs in one or more of the following areas: geotechnical, environmental, structural, water, sewer, paving, stormwater, roadways, streetscape, traffic engineering, civil engineering, plan review, and development of technical documents on an as-needed basis.
- E. A Consultant must have a minimum of five (5) years' experience in the state of Florida in their area(s) of expertise.

4. **CONSULTANT(S) WRITTEN RESPONSE REQUIREMENTS AND SELECTION PROCESS:**

- A. **SELECTION PROCESS:** Determination of qualified Consultants shall be in accordance with this Request For Qualifications. The evaluation process shall seek to identify and rank in order of qualification at least three (if possible) qualified Consultants for a project or continuing contract, as the case may be. The City's evaluations committee will review all written responses. This review will result in a ranked list of fully qualified Consultants. If deemed necessary, *informal* interviews may be conducted of selected respondents based upon the evaluation of the written responses.

The City reserves the right to reject any and all responses, waive informalities and technicalities, and make awards to the firm(s) whose response best serves the interest of the City. The City reserves the right to make investigation as it deems necessary to determine the ability of any respondent to perform the services requested.

- B. **METHOD OF RANKING:** During the review of written responses, each criterion below will be ranked numerically. In addition, each criterion has been assigned a scaled value that weights the criterion's significance. The scaled value will be multiplied by the ranking of each criterion to quantify that criterion. The scaled value is denoted in brackets [] following each criterion's title. The sum of the scores derived from this multiplication process will be used as an aid in selecting the consultant(s).

- C. **WRITTEN QUALIFICATIONS PACKAGE REQUIREMENT:** Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of response as non-responsive.

- Be concise. **Maximum number of response pages allowed is 40.**
- Provide a statement of intended consideration stating the particular services from the Scope of Desired Services for which the Consultant wishes to be considered, or in the case of a continuing contract, a statement that Consultant wishes to be considered for such continuing contract.
- Provide adequate information on each criterion below.

- Provide the ranking criteria information below in the order shown. For each criterion and where applicable, include sufficient information demonstrating abilities for Project Scope item being proposed.

D. **RANKING CRITERIA:** Responsive Consultants will

- 1) **Past Record of Professional Accomplishments [10 points]:** A list, plus a brief description of completed public sector projects similar to City projects under consideration. Provide a reference list of public sector entities within the State of Florida (preferably within NE Florida and the City of Starke) for which similar services have been provided. Include the public entity's contact person, email address, and telephone numbers.
- 2) **Diversity and Breadth of Services [10 points]:** An inventory and description of services offered by the Consultant from the list of desired services in the Scope of Desired Services, providing the names of members of Consultant's project team providing each such service.
- 3) **Firm's Professional Qualifications and Project Team [20 points]:** List Consultant team members, including detailed resumes. Give brief bullets on education, training and experience for project personnel. *Team members listed in the response must be available for work on City projects during the entire contract period.* In the event a team member leaves the employ of the consultant during the contract period, another team member with equal or better experience and qualifications must be submitted, subject to the approval of the Operations Director and /or City Manager
- 3) **Staff Availability and Capability to Meet Deadlines [10 points]:** Current and projected workload for the project team which indicates the availability of a Consultant's staff to complete assigned projects in a timely manner. Timeliness of completion of current or past projects for the City of Starke will be included in this criterion, if applicable.
- 4) **Financial Responsibility and Insurance [10 points]:** The form of business of the prime consultant, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference; and any other information the applicant may wish to supply to verify financial responsibility. Include the most recent audit, bank reference or accounting summary or other information that illustrates Financial Responsibility for the firm (signed by an outside third party), and current certificate of insurance. Financial information may be packaged in a separate sealed envelope if desired.
- 5) **Cost Estimating [10 points]:** Provide evidence of the ability to accurately estimate the cost of construction projects. Consultant must be able to provide realistic estimates to be used in the City's budgeting process. Accuracy of project cost estimates provided for past or current City of Starke projects may be included in this criterion, if applicable.
- 6) **Contract Administration [10 points]:** The ability to observe and advise whether plans and specifications are being complied with. The experience of firm and assigned personnel in observing and monitoring construction projects

including reviewing shop drawing review, construction administration, inspection and other construction phase services.

- 7) **Proximity [20 points]:** Location of the consultant's home office (corporate headquarters) and location of the local office where the project(s) will be produced. The members of the project teams should be *permanently assigned* to the project office. Routine and responsive face-to-face interaction will be important in servicing the City's needs in performing this continuing **contract**. In the event a team member is relocated, another team member with equal or better experience and qualifications shall be substituted. Team members shall not be transferred, relocated or reassigned while performing work on a specific City project without prior approval of the Operations Director and /or City Manager.
- 8) **Local Preference [5 points]:** An additional five (5) points will be added to the total score of Consultants meeting the requirements of the City's local preference in procurement ordinance. Section 2-332 of the Starke Code of Ordinances defines a local business as "... a vendor or contractor who does business in this community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of Bradford County in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address." A Consultant desiring to be considered a local preference in procurement shall so state in writing in its response to this RFQ, providing in writing the basis for entitlement to such preference. Failure to claim entitlement to be considered for the local preference in procurement points as part of the response to this RFQ shall disqualify such Consultant from such entitlement for contracts awarded pursuant to this RFQ.

5. **INDEMNIFICATION REQUIREMENTS:** The Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.
6. **INSURANCE REQUIREMENTS:** The consultant(s) shall procure and maintain during the term of the continuing contract, insurance of the types and in the minimum amounts stated below.

| <u>Coverages</u> | | <u>Schedule Minimums</u> |
|------------------|---|---|
| A. | Workers' Compensation Florida Statutory Coverage and Employer's Liability (including Appropriate Federal Acts) | \$100,000 – each accident |
| | | \$100,000 – each employee |
| | | \$500,000 – policy limit for disease |
| B. | Comprehensive General Liability | \$1,000,000 – bodily injury each occurrence |
| | | \$1,000,000 – bodily injury aggregate |
| | | \$1,000,000 – property damage each occurrence |

| | | |
|----|--|---|
| | | \$1,000,000 – property damage aggregate |
| C. | Products – Completed Operations | \$1,000,000 – aggregate |
| D. | Business Auto Liability (All autos – owned, hired or used) | Same as Comprehensive General Liability |
| E. | Professional Liability | Same as Comprehensive General Liability |
| F. | Excess or Umbrella Liability | Optional |

Insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the continuing contract, certificates of insurance, approved by the City, evidencing the maintenance of said insurance shall be furnished to the City's construction project manager. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the City. **All coverages shall name the City as "additional insured."**

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)' obligation to fulfill the insurance requirements herein.

7. **ANTI-COLLUSION REQUIREMENT:** Under no circumstances shall any prospective respondent, or any person or persons acting for or on behalf of any said prospective respondent, seek to influence or gain the support of any member of the City Commission or the City Staff favorable to the interest of any prospective respondent or seek to influence or gain the support of any member of the City Commission or City Staff against the interest of any prospective respondent. Any such activities shall result in the exclusion of the prospective respondent from consideration by the City.
8. **PUBLIC ENTITY CRIMES REQUIREMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal or a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in SECTION 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
9. **PUBLIC RECORDS PROVISIONS FOR ALL CONTRACTS AND AMENDMENTS:** All contracts awarded to Consultants arising from this RFQ shall contain a provision complying with s.119.0701, F.S., which requires a public agency contracting for services to include in such contract a statement providing the contact information of the public agency's custodian of public records; prescribes the form of the statement; and sets forth required provisions in a public agency contract for services regarding a contractor's compliance with public records laws.

10. TERMS AND CONDITIONS:

- A. All submittals shall become the property of the City.
- B. Due care and diligence has been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- C. All costs associated with the preparation of submittals are the responsibility of the respondent.
- D. The City reserves the right to reject any or all responses to this RFQ, to waive any or all informalities and/or irregularities, to re-advertise with either and identical or revised scope and to cancel requirements in their entirety.
- E. A response to this RFQ does not constitute a bid; therefore, the City retains the right to contact any/all respondents after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ ("Affiant") being first duly sworn, deposes, and says that:

Affiant is the _____ of _____ ("RESPONDENT"),
(Position of Affiant) (Name of Respondent Business/Company)

Affiant is fully informed respecting the preparation and contents of the attached response to request for qualification ("RFQ") and of all pertinent circumstances respecting such response;

Such response is genuine and is not a collusive or sham response;

Neither the said RESPONDENT nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham response in connection with the RFQ for which the attached response has been submitted; or to refrain from making a response in connection with such RFQ; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any respondent, firm, or person to fix the price or prices in the contract arising from the attached response or any other respondent, or to fix any overhead, profit, or cost element of any such prices or the prices of any other respondent, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against the City of Starke, or any person interested in the proposed contract which might arise from this RFQ;

RESPONDENT has not sought to influence or gain the support of any member of the City Commission of the City of Starke or employees of the City of Starke in a manner favorable to the interests of RESPONDENT or against the interests of any other respondent to this RFQ, and RESPONDENT understands such activity shall result in exclusion of RESPONDENT's response to this RFQ from consideration by the City.

The information contained in the response to RFQ is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the RESPONDENT or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires: _____

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

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

1. This sworn statement is submitted to _____
by _____ [print name of the public entity]
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

Or Produced identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed, typed or stamped
commission name of notary public)