



REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL GENERAL ENGINEERING SERVICES

The Town of Surfside (Town), Miami-Dade County, Florida, hereby gives notice that it is seeking qualifications for professional general engineering services to the Town on a continuing and/or consulting contract basis. Selection of the firm(s) or individual(s) will be made in accordance with Fla. Stat. §287.055-Consultants' Competitive Negotiations Act.

Submittals shall be accepted until **10:00 a.m. on April 4th 2014**. A total of six (6) copies (one (1) of the six (6) copies shall be an electronic copy) of the submittal must be submitted and clearly marked on the front of the envelope:

"SEALED QUALIFICATIONS"

RFQ # 14-002 PROFESSIONAL ENGINEERING SERVICES

OPENING DATE AND TIME: April 4, 2014, 10:15 A.M.

Sealed submittals will be received by the Town Clerk until **10:00 a.m. April 4, 2014, at Town of Surfside, Town Hall located at 9293 Harding Avenue, Surfside, Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

A mandatory pre-submittal conference will be held in the Commission Chambers of the Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154 at 10:00 a.m. on March 14, 2014.

Only those firms with representatives in the room at 10:00 a.m. will be allowed to submit a Response on April 4, 2014.

Deadline to submit requests for clarification will be 10:00 a.m., March 28, 2014.

Proposers are responsible for making certain that their submittal is received at the location specified by the due date and time. The Town of Surfside is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition.

RFQ packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, at no cost, and are also available on line at www.townofsurfsidefl.gov.

The Town reserves the right to reject any or all submittals, with or without cause, and to waive technical errors and informalities, and to accept the submittal which best serves the interest of the Town.

Sandra Novoa, CMC, Town Clerk
Town of Surfside

Town of Surfside, Florida
Request for Qualifications No. 14-002

PROFESSIONAL GENERAL ENGINEERING SERVICES

The Town of Surfside (Town) is accepting Submittals from qualified and properly licensed firms or individuals (all respondents shall hereinafter be referred to as “consultants” and/or “firms”) interested in providing professional general engineering services. The Town is soliciting professional engineering services for civil engineering related work which may include, but not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review, responses to Request for Information and services during construction); and Bid Administration (selection and letting).

SUBMITTAL REQUIREMENTS:

1. **SELECTION PROCESS:** Selection of the firm or individual will be made in accordance with Fla. Stat. §287.055 –Consultants’ Competitive Negotiations Act.
2. **ELIGIBILITY:** In addition to the other requirements stated in this document, to be eligible to respond to this RFQ, the consultants must have successfully provided within the past five years services similar to those outlined in the Scope of Work (included herein) of this RFQ. Each consultant shall meet all legal, technical, and professional requirements for providing the requested services. The consultants shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the requested services. The consultants shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude.
3. **SUBMITTAL:** Submittals must be received by the Town Clerk’s Office at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154. A total of ten (10) copies of the submittal must be submitted at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154.
4. **SUBMITTAL REQUIREMENTS:** All submittals shall contain no more than ten (10) pages and a total of six (6) copies shall be submitted, with one (1) marked “Original” containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive). The submittal should include as a minimum guideline at least the following:
 - a. Name, address and company, including but not limited to, a business overview, financial state of the business, annual revenue for the past two years, and names and addresses of persons having financial interest in the firm.
 - b. Details of your qualifications and capabilities to provide services under this solicitation.
 - c. Composition and experience of the project team that will be assigned under this solicitation. Resumes of key personnel should be included. Location of the project team members should be clearly identified.

- d. The number of all projects (including government projects) completed or in process for the past 5 (five) years, and a synopsis of those projects most relevant to the services sought in herein. Include a list of client references with contact names and telephone numbers.
- e. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation.
- f. A current GSA SF 254 and 255 should be furnished, i.e. firm's capabilities, adequacy of personnel, past performance record and experience. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- g. Sworn statement pursuant to Fla. Stat. §287.133(3)(A), Public Entity Crime, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- h. Non-Collusive Affidavit, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- i. Evidence of recent, current and projected person-hour workload should be provided for the proposed project team members. The candidate firm must have at least one (1) registered professional engineer under Fla. Stat. Chapter 471, as principal officer or partner of the firm. The candidate firm must comply with Fla. Stat. Chapter 471.
- j. Proof of authorization to transact business in Florida from the Florida Secretary of State, from the prime as well as supporting firms.

The attached Scope of Service provides more detail as to actual tasks involved within the scope of this submittal. Failure to satisfy the requirements contained herein may result in the submittal being deemed non-responsive.

5. **PUBLIC ENTITY CRIMES STATEMENT:** All submittals must be accompanied by an executed form PUR 7068, SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133, ON PUBLIC ENTITY CRIMES. (Copy enclosed)
6. **DRUG-FREE WORKPLACE:** In accordance with Fla. Stat. §287.087, preference will be given to businesses with drug-free workplace programs; whenever bids are similar in all other respects, award will be made to the entity having a Drug-Free Workplace Program if a Drug-Free Workplace Certification is submitted with the response.

TERMS AND CONDITIONS:

1. **STATUTORY REQUIREMENTS:** Selection of the consultant will be made in accordance with the Fla. Stat. §287.055, "Consultants' Competitive Negotiation Act". Pursuant to Fla. Stat. Chapter 119, Public Records Law, §119.071, Inspection and examination of records; exemptions (b): "Sealed bids or proposals received by an agency pursuant to invitations to bid or request for proposals are exempt from Fla. Stat. §119.07(1) and Fla. Const. §24(a), Art. 1 until such time as the agency provides notice of the decision or intended decision pursuant to Fla. Stat. §120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier."
2. **RESERVATION OF RIGHTS:** While pursuing this RFQ process, the Town reserves the right to:
 - accept any or all responses, and the right, in its sole discretion, to accept the consultants it considers most favorable to the Town's interests;

- reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town at any time during the process;
- investigate the financial capability, integrity, experience, and quality of performance of each consultant, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- investigate the consultants' qualifications or any of its agents, as it deems appropriate;
- conduct personal interviews of any or all prospective consultants prior to selection (the Town shall not be liable for any costs incurred by the consultant in connection with such interviews); and
- waive any of the conditions or criteria set forth in this RFQ.

3. **PROOF OF INSURANCE:** The consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the consultant's insurance and shall not contribute to the consultant's insurance. The insurance coverage shall include at a minimum the following amounts set forth in this Section 16:

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers' Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the consultant shall be allowed to provide work pursuant to this Agreement who is not covered by Workers' Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The consultant acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a

Project, and all such work shall be fully restored by the consultant, at its sole cost and expense, in accordance with the Agreement Documents.

Certificate of Insurance. On or before the Effective Date of this Agreement and prior to commencing of any work, Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each certificate shall include no less than a (30) thirty-day advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance. The consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the consultant in performance of this Agreement. The consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

4. **COMPLIANCE WITH LAWS:** The consultant shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the work and at all times during the Term of this Agreement, the consultant shall procure and maintain, at its sole cost and expense, and provide copies to the Town, all required licenses and certifications for the performance of the work and the operations set forth in this Agreement.

The consultant shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the work under this Agreement. The consultant shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

5. **PUBLIC RECORDS:** Upon award, recommendation or ten (10) days after RFQ submittal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Fla. Stat. Chapter 119 (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of

the applicability of the Florida Public Records Law.

6. **CONFLICT OF INTEREST:** The consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
7. **INDEPENDENT CONTRACTOR:** The consultant is an Independent Contractor under this Agreement. Personnel provided by the consultant shall be employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the work rendered under this Agreement shall be those of the consultant.
8. **TERMINATION OF AGREEMENT**

Termination. The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered by the consultant prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

Termination for Default. If the consultant fails to timely begin the work, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work according to the work order and this Agreement, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule, or if the consultant shall fail to perform any material term set forth in the Agreement Documents/Work Order, or if the consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may, upon seven (7) days written notice of termination, terminate the work of the consultant, exclude the consultant from the Project sites, provide for alternate prosecution of the work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the work by whatever methods it may deem expedient. In such case, the consultant shall not be entitled to receive any further payment. All damages, costs and charges incurred by the Town, together with the costs of completing the work, shall be deducted from any monies due or which may become due to the consultant. In case the damages and expenses so incurred by the Town shall exceed monies due to the consultant from the Town, consultant shall be liable and shall pay to the Town the amount of said excess promptly upon demand therefore by the Town. In the event it is adjudicated that the Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by the Town for convenience as described below.

Payment after Termination. Provided that the consultant has performed in accordance with the terms of this Agreement as of the date of termination pursuant to the provision provided for herein, the consultant shall receive all payments due to the consultant for work rendered and accepted prior to and up to the date of termination.

9. **ASSIGNMENT; AMENDMENTS:** This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

10. **CONSENT TO JURISDICTION:** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of and/or relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

11. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

13. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

14. **INDEMNIFICATION:** The consultant shall at all times indemnify and hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend the Town of Surfside, its officers, agents, and employees from and against all causes of action, demands, claims, losses, liabilities, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the consultant or any subcontractors or other persons employed or utilized by the consultant in the performance of the work pursuant to this Agreement. The consultant's obligation under this paragraph shall not be limited in any way by the agreed upon cost of services/contract price, or the consultant's limit of, or lack of, sufficient insurance protection.

The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the consultant or any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

The consultant shall not specify or allow any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The consultant shall indemnify and hold the Town and its officers and employees harmless from any loss, cost or

expense, including reasonable attorney's fees and costs incurred, on account thereof if the consultant violates the requirements of this section.

15. OTHER ISSUES

The Town reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The Town reserves the right to determine if a submittal is unresponsive. The Town may disqualify a consultant who submits a submittal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The Town reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

Any submittal may be withdrawn until the date and time set above for submission of the submittals.

Costs of preparation of a response to this RFQ are solely those of the consultant and the Town assumes no responsibility for any such costs incurred by the consultant.

The consultant understands that this RFQ does not constitute an agreement or contract with the Town.

Any consultant, who submits in its response to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. The Town Manager will determine if a consultant will be disqualified.

16. EVALUATION CRITERIA

The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
Ability of Professional Personnel	25
Past Performance and Experience – Firm	25
Past Performance and Experience – Individual/Project Team	25
Location	10
Approach to the Project	<u>15</u>
TOTAL	100

NOTE TO CONSULTANTS: Price will not be a factor at this stage of the process and no prices should be quoted.

17. SELECTION PROCESS

- a. An evaluation committee comprised of appropriate Town staff and/or members of the community, as deemed necessary with the appropriate technical expertise and/or knowledge, shall be appointed by the Town Manager to assist in the necessary evaluation.
- b. The committee shall have a minimum of three (3) members. All meetings of the selection committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax, or email. A quorum shall be a majority of members except that if there are only three members all three members must be present. All members shall be free of any conflicts of interest as set forth in Fla. Stat. Chapter 112. The selection committee shall then set forth the procedure for reviewing the applicants. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five members responded.) In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. The committee shall then hold discussion with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee.
- c. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the Town based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. The ranking shall be reported to the Town Commission who shall make the final decision with regard to the firms that should be chosen. The Town Commission may approve the rankings as set forth by the selection committee or, re-rank the consultants based upon the criteria. Prior to re-ranking the consultants based upon the criteria set forth in the RFQ, the Town Commission must undertake a 4/5 vote to indicate that it may wish to rank the consultants in an order different from those established by the selection committee.
- d. Upon the Town Commission approving a ranking, negotiations shall be undertaken with the top three (3) ranked firms. The Town Manager or his/her designee shall undertake said negotiations. If the Town Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated in a writing sent to the firm. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the negotiator and formally approved by the Town Commission or until the short-list is exhausted in which case a new request for qualifications shall be undertaken. The Town reserves to award to more than one firm.

18. PROTEST PROCEDURES

Standing - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

Protest of Failure to qualify - Upon notification by the Town that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on

the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 9:00 a.m. to 5:00 p.m.)

Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Submittals is subject to the protest procedure.

Content and Filing - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

Protest Bond - Any consultant filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

Protest Committee - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

Stay of Ranking in the RFQ Process - In the event of a timely protest, the Town Manager shall stay the ranking of qualified consultants in the RFQ process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the Town. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

Appeals to Town Commission - Any actual consultant who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

Failure to File Protest - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

19. ADDITIONAL INFORMATION

Questions regarding this RFQ must be directed to:

Michael Crotty

Town Manager

Tel: (305) 993-1052

Email: mcrotty@townofsurfsidefl.gov

Responses to this RFQ must be delivered by the date and time specified in the Notice to Engineers, and addressed to:

Sandra Novoa, CMC

Town Clerk

Town Clerk's Office

9293 Harding Avenue

Surfside, FL 33154

- The Town is under no obligation to return the submittals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFQ.
- The submittal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The consultants shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective consultant, or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or the Town Staff favorable to the interest of the prospective consultant. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective consultants is prohibited. Any such activities may result in the exclusion of the prospective consultant from consideration by the Town.

**Town of Surfside, Florida
Request for Qualifications No. 14-**

SCOPE OF SERVICES

Section I. General Objectives

The Town of Surfside is soliciting professional engineering services of an individual or firm qualified to serve as the Town's Consulting Engineer as detailed below in Sections II and III. The consultant(s) selected shall provide professional engineering services under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period as determined exclusively by the Town.

Section II. Public Works Department Staff Augmentation

The Town's Consulting Engineer shall provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects, which may include, but are not limited to the following services:

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the Town
- Contract administration for the construction, operation and maintenance of public facilities
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside
- Contract administration and assistance with local, state and federal grants for improvements to public works facilities and services within the Town
- Contract administration and oversight of the Town's solid waste management operations and regulatory compliance
- Recommend, develop and implement a capital improvement plan for the Town
- Administer the Town's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services
- Oversee the operation and maintenance of water, wastewater and stormwater utilities and provide associated regulatory monitoring and compliance services
- Manage traffic management/improvement projects and contracts implemented by the Town
- Disaster recovery and debris monitoring oversight services
- Public Engagement
- Procurement Administration
- Attend all regular monthly meetings of the Town Commission
- Attend other public meetings as-requested by the Town Manager or his designee
- Perform related services as-requested by the Town Manager or his designee
- Prepare proposal, specifications, plans, contract documents and overall assistance and coordination of Design Build Services

Section III. Consulting Engineering Services

The below description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for submittal preparation. The Town and its selected

engineering consultant(s) on a project-by-project basis will prepare detailed scopes of work for specific projects. Services required for projects may be provided by other consultants, at the discretion of the Town. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers. The scope of services shall include, but are not necessarily limited to the following disciplines:

- Mechanical, Electrical, Plumbing Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering
- Construction/Project Management
- Engineering Code Development
- Plan and Development Review
- Civil Engineering
- Geotechnical Engineering
- Value Engineering
- Sampling and Testing Services
- Inspection Services
- Engineering Studies
- Cost Estimating
- Oversight, coordination, and preparation of Design Build Services

The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS/SUBMITTALS - In accordance with Fla. Stat. §287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Fla. Stat. Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

**SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133(3)(a)
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to: _____
By: _____
For: _____
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 Fla. Stat. §287.133(l)(g), 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 Fla. Stat. §287.133(l)(b), 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 Fla. Stat. §287.133(l)(a), means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 Fla. Stat. §287.133(l)(e), 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 any entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

____ (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. 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 FLA. STAT. §287.017 FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE OF AFFIANT

(Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by _____.

Notary Seal:

Notary's Name Printed, Stamped or Typed

Personally Known: _____ or Produced Identification _____

Identification Produced _____

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid/Submittal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid/Submittal and of all pertinent circumstances respecting such Bid/Submittal;
- (3) Such Bid/Submittal is genuine and is not a collusive or sham Bid Bid/Submittal;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which the attached Bid/Submittal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid/Submittal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid/Submittal price or the Bid/Submittal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

_____.

Notary's Name Printed, Stamped or Typed Notary Seal:

Personally Known: _____ or Produced Identification _____

Identification Produced _____