



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



REQUEST FOR QUALIFICATIONS

RFQ Number:	08-1920
RFQ Title:	Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas

Submittal Deadline	
Day:	Wednesday
Date:	August 26, 2020
Time:	3:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	29-July-2020
Deadline to Submit Questions	14-August-2020
Addendum (if necessary) Issued	19-August-2020
Submission Deadline	26-August-2020
RFQ Opened	26-August-2020

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SECTION A: OVERVIEW

OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach is requesting proposals from utility and roadway engineering consulting firms to enter into an agreement for investigating, planning, designing, engineering and construction management of Infrastructure Improvements, Downtown Redevelopment Area and Adjacent Areas, Jacksonville Beach, Florida. Fees will be negotiated utilizing the Consultant's Competitive Negotiation Act, Chapter 287.055, F.S., and a purchase order will be issued for the scope of work assigned under this contract.

Responses received to this RFQ will be evaluated and ranked in accordance with the process and evaluation criteria contained in Section C of this document.

2. RFQ DUE DATE: 3:00 PM WEDNESDAY AUGUST 26, 2020

Subject to the terms and conditions specified in this **Request for Qualifications (RFQ)**, will be received until Wednesday, **August 26, 2020 at 3:00 p.m.**, and acknowledged publicly by the Property and Procurement Division, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. ELIGIBILITY:

The selected firm must have the capability, experience and licensing necessary to provide investigating, planning, designing, engineering and construction management of Infrastructure Improvements in the Downtown Redevelopment Area and Adjacent Areas, Jacksonville Beach, Florida.

Responses will only be considered from firms which are regularly engaged in the business of providing and performing similar services requested in this solicitation, and who have verifiable evidence of a consistent satisfactory record of performance.

4. CONTRACT AWARD:

The City reserves the right to enter into a contract with the selected firm(s) that the City deems to offer the best overall qualifications and experience. In addition, the City Manager, as the City's representative, in his sole discretion, reserves the right to cancel this RFQ, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City reserves the right to negotiate with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

The City reserves the right to award this contract to multiple firms. Notwithstanding the contract(s) resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. Consultant agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5. ANTICIPATED RFQ TIMELINE:

The **anticipated** schedule for this RFQ is as follows:

RFQ Advertised	29-July-2020
Deadline to Submit Questions	14-August-2020
Addendum (if necessary) Issued	19-August-2020
Submission Deadline	26-August-2020
RFQ Opened	26-August-2020

6. SUBMITTAL REQUIREMENTS:

Electronic response submission with the company name, RFQ number and title in the file name will be sent to:

<https://cojbfpt2.jaxbchfl.net/public/folder/94EY3zcbU0CzjOyPgA5QBA/RFQ%2008-1920>
Password: jK@u5&V5

It is the respondent’s responsibility to ensure that all files for the response are able to be received by the City. Completed responses to this RFQ will **only** be received electronically. The response should include One (1) PDF of the entire response with the required signatures. This will serve as the official submitted response.

Electronic submissions received after the posted due date and/or time will not be considered. Modifications received after the due date and/or letters of withdrawal received after the due date or after contract award, whichever is applicable, will not be considered.

No verbal interpretations will be made of any response documents. Requests for such interpretations shall be made via email to Purchasing@jaxbchfl.net at least seven (7) days prior to the RFQ opening date. Interpretation will be in the form of an addendum and issued to all respondents.

RFQ opening call – in information:

As authorized by the governors executive order and due to the current restrictions and limitations for social distancing and gatherings surrounding the COVID-19 crisis, we are conducting a telephonic RFQ opening on Wednesday, August 26, 2020 at 3:00pm.

The Governor's Executive Order Number 20-69, addressing Local Government Public

Meetings, states local government bodies may utilize communications media technology (CMT), as provided in section 120.54(5)(b)2., Florida Statutes.

The following CMT telephone options are available to listen to the August 26, 2020 RFQ opening.

Dial(for higher quality, dial a number based on your current location):

US: +1(646)3573664
+1(773)2319226 (US North)
+1(312)2630281
+1(470)8692200 (US East)
+1(650)2424929
+1(720)9027700 (US Central)
+1(213)2505700
+1(346)9804201
+1(469)4450100 (US South)
+1(623)4049000 (US West)

Meeting ID: 148 208 5142

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1.1 INSTRUCTIONS TO RESPONDENTS:

- **Requirements** that are **explicit** to this particular **Request for Qualifications Number 08-1920** are found in **SECTION C**, which begins on **page 22**.
- **The Minimal Response Package shall consist of the following:**

Respondent's company profile and submittal letter - A brief letter of intent that will include a description of the services to be provided and other relevant information.

Interested firms should provide proposed timeline for completion of project. The proposed schedule should include time for completion of draft report and final report.

Address all items in Section C: Nature of the Work and Scope of Services.

- Form 1:** Response Form
- Form 2:** RFQ Award Notice
- Form 3:** Required Disclosure
- Form 4:** Drug-Free Workplace Compliance
- Form 5:** Non-Collusion Affidavit
- Form 6:** Non-Bankruptcy Affidavit

Any additional information which may be pertinent.

All forms must be completely filled out, appropriately executed and submitted as part of the response package. These start on **page 37**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any response at the CITY's sole discretion.

1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this Contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Respondent shall honor its response for 90 days from the Submission Deadline date.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess

responses, to award a new contract, and to ensure a smooth, cooperative and seamless transition between consultants; to minimize impact and disruption to customers; and, to maintain public safety and health standards.

E. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all responses, in whole or in part, and to accept the response that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional response and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be submitted separately and no attempt shall be made to tie any item or items together.

F. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

G. Payments. The Consultant shall be paid, upon the submission of an invoice, the prices stipulated herein for articles delivered and accepted. Invoices must show a Purchase Order Number. Payments shall be made in conformance with the Florida Prompt Payment Act and after approval by the City Finance Department. Payment is contingent upon appropriation of funds by the City Council.

1.3 ADDITIONAL INFORMATION

The information in this RFQ package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

1.4 ADDENDA TO THE RFQ

If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy to each of those Respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFQ. However, prior to submitting a response, it shall be the responsibility of the Respondent to contact the CITY's Property and Procurement Division at Purchasing@jaxbchfl.net to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFQ. Respondents should either acknowledge receipt of such addendum(s) on their response, or attach such addendum(s) to their response. Additionally, all documents associated with this RFQ are available on the CITY's webpage:

<http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>

1.5 USE OF RESPONSE FORMS

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

1.6 DEVIATIONS FROM REQUESTED PLAN

The Contract terms and conditions stipulated in this RFQ are those required by the CITY. Respondents are required to submit their responses, which comply with the request. Any deviations from the request should be clearly noted. Any deviation or incomplete response or nonresponse may be deemed as a nonconforming, nonresponsive RFQ.

1.7 CONFLICT WITH SPECIMEN CONTRACTS

Unless specifically noted to the contrary as a deviation from the RFQ, the submission of Respondent's specimen contract with a Respondent's response submittal shall not constitute notice of the Respondent's intent to deviate from the RFQ in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFQ, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFQ. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFQ or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFQ.

1.8 ERRORS IN SUBMITTALS

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondent.

1.9 LEGAL AND REGULATORY COMPLIANCE

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

**MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH,
FL 32250.**

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE
NOTICE**

The CITY should be given at least 90 days' notice of cancellation, non-renewal, adverse change or increase in rates (if applicable).

1.11 WAIVER/REJECTION OF RESPONSES

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent. The CITY reserves the right to reject all RFQs and re-advertise a new RFQ for this work.

1.12 AUTHORIZED OFFER

The person submitting the response should indicate the extent of authorization by the Company to make a valid offer in the response summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the response is not authorized to submit a response that can be bound

by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

1.13 EVALUATION OF RESPONSES

The CITY will evaluate each response based on all the criteria set forth in the RFQ. The evaluation process will consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

1.14 PUBLIC ENTITY CRIMES STATEMENT

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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit a response on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, 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 for a period of 36 months from the date of being placed on the convicted vendor list.

1.15 CONFLICT OF INTEREST CERTIFICATE

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on CITY solicitations, the CITY's professional staff, and the City Council members.

Any lobbying by or on behalf of the Respondent will result in rejection/disqualification of said response. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this response.

DURING THE PERIOD BETWEEN RESPONSE SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR RESPONSE WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or CITY staff. This policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFQ process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the Respondent's response.

1.16 DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.18 SAFETY REQUIREMENTS FOR CONSULTANTS PROVIDING SERVICES TO CITY

- A. The Consultant shall comply with all federal and state Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Consultant shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety.
- B. The Owner's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Consultant to the Owner; and the Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Consultant. The Owner reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Consultant agrees that upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Owner that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Owner be construed as a duty to enforce the safety provisions of this Agreement nor shall it be construed to create liability for the Owner for any act or failure to act in respect to the safety provisions of this Agreement.

1.19 INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

Hold Harmless: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Engineer, unless such claims are a result of the CITY's sole negligence.

Defense fees and costs on behalf of the CITY: The Consultant agrees to pay on behalf of the CITY, the CITY's legal defense fees and costs, for all third party claims and actions filed against the CITY arising from or relating to any scope of work or services performed by the Consultant as described herein.

Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Consultant for the protection of all persons, employees, and property. The Consultant shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Consultant shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The Consultant shall name the City of Jacksonville Beach (CITY) as additional insured on the Consultant's, and any sub-consultant's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Consultant or its sub-consultants. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the Organization.

C. INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this Contract, the Consultant shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the Consultant. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums. All insurers must carry a current A.M. Best & Company rating of at least "A-."

Worker's Compensation Coverage is required for Consultant and all sub-consultants.

The Consultant and all sub-consultants shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law

and employer’s liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The Consultant and all sub-consultants shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required for Consultant and all sub-consultants.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Consultants, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required.**

Coverage C, medical payments is **not** required.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are required for Consultant and all sub-consultants.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is required for Consultant and all sub-consultants.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability is required for Consultant and all sub-consultants.

Pollution Liability is not Required of Consultant and all sub-consultants.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided; it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this Contract.

D. CERTIFICATES OF INSURANCE OF CONSULTANT AND ALL SUBCONSULTANTS

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Consultant shall furnish complete copies of the Consultant’s insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Consultant shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-Consultants approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contact to perform related services. 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 proposer(s)' obligation to fulfill the insurance requirements herein.

1.20 PERFORMANCE AND PAYMENT BONDS – N/A

Respondents shall furnish in their response “proof of bond ability” from their Surety Company indicating their ability to obtain a performance and payment bond of at least \$5,000,000 in the event it shall be requested by the CITY. Surety shall indicate in their letter their history with the Respondent and their willingness to process P&P Bonds as needed on the Respondent's behalf.

The awarded Respondent shall furnish within seventy-two (72) hours of an “Event” Notice to Proceed a 100% Performance Bond and 100% Payment Bond in conformance with Section 255.05, Florida Statutes, payable to the CITY as security for the faithful performance of the Contract and payment of sub-contractors and/or suppliers. The Performance and Payment Bond shall be issued for each particular disaster event in which the Notice to Proceed is executed. The Performance and Payment Bonds shall be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bonds shall be released after 90 days to ensure all sub-contractors have been paid. Costs of all bonds shall be included in proposed unit pricing. The Performance and Payment Bond Form supplied by the CITY shall be the only acceptable forms for these bonds.

If Respondent fails to deliver the Performance and Payment Bond within the specified time, including any extensions approved by the CITY, the CITY shall declare the Respondent in default of the contractual terms and conditions, and the Respondent shall cease work until the required Performance and Payment Bond is submitted to the CITY's Purchasing Department.

The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of “A” or higher, as listed in the A.M. Best & Company latest published rating. An attorney-in-fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond.

Level I Event: Tropical Storm to Hurricane Category 1; shall be in the amount of one million (\$1,000,000.00) dollars.

Level II Event: Hurricane Category 2; shall be in the amount of three million (\$3,000,000.00) dollars.

Level III Event: Hurricane Category 3 and above; shall be in the amount of five million (\$5,000,000.00) dollars.

Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event. Should a catastrophe other than a hurricane occur, the

CITY will inform the selected firm(s) of the level of bonding required.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event “Notice to Proceed” is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

1.21 BANKRUPTCY

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted responses must include this form executed by the proper representative of the Respondent company (**see attached Form 6**).

1.22 NONEXCLUSIVE

Notwithstanding the contract resulting from this RFQ, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFQ. The Consultant agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option. The Consultant is not guaranteed any amount of work.

1.23 DRUG FREE WORKPLACE COMPLIANCE FORM

Attached is a Drug Free Workplace Compliance Form. All submitted responses must include this form executed by the proper representative of your company (**see attached Form 4**.)

1.24 WARRANTY – N/A

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 successful Respondent against factory defects and workmanship. At no expense to the CITY, the successful Respondent shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty.

1.25 PROTEST

Any Respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the Respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual. Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder/proposer and shall constitute a waiver of all right to protest or appeal.

In the event of a timely protest, the CITY shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.28 FORCE MAJEURE

The CITY and the successful Respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the CITY may excuse performance for a longer term. Economic hardship of the successful Respondent shall not

constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.29 RESPONSE AWARD NOTICE FORM

Attached is a Response Award Notice Form. All submitted responses are to include this form to be notified of the recommendation of award (see **attached Form 2**).

1.30 INDEMNIFICATION

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Consultant covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Consultant or any of its Sub-consultant(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Consultant, its sub-consultant(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Consultant's failure to purchase or maintain the required insurance, the Consultant shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Consultant, the Consultant agrees and warrants that Consultant shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Consultant is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

1.31 RFQ IS NOT A BID

This Request for Qualifications is not to be considered a bid. The CITY will evaluate responses based on the criteria set forth in this RFQ. The evaluation process is to consider all requested criteria to determine which firm is the most responsive, responsible and highly qualified to perform the required services.

SECTION C: NATURE OF THE WORK AND SCOPE OF SERVICES

NATURE OF THE WORK

MINIMUM REQUIREMENTS OF THE FIRM

1. The firm must be authorized under state and local law to perform the services sought by this RFQ.
2. The firm must have extensive experience in the planning, design, engineering and construction management of public utility, drainage, and roadway improvements.
3. The firm must have a working knowledge of the requirements and procedures of the various local, state, and federal agencies with regulatory authority over the planning, design, and engineering of utility and roadway improvements.
4. A local office (Duval, St. Johns, or Clay counties) in close proximity to where the work will be done.

The design firm must have the capability of providing in-house design services to perform the required work.

COMPETITIVE SELECTION PROCESS AND CONSULTANT(S) WRITTEN PROPOSAL SUBMITTAL REQUIREMENTS

A response to this Request for Proposals must be made according to the requirements established in this section. Failure to adhere to these requirements may be a cause for rejection of the proposal. Any correction or resubmission done by the Respondent will not extend the date for submittal of the proposal.

1. COMPETITIVE SELECTION PROCESS:

Consultant competitive selection shall be in accordance with this Request for Proposal.

The City will assess qualifications, interest, and availability of the respondents by reviewing the submitted written responses. This review will result in a ranked list of fully qualified respondents. If deemed necessary, public informal interviews / discussions may be conducted of no fewer than three (3) of the listed respondents determined to be best qualified based upon the evaluation of the submitted responses. These interviews / discussions will include, but may not be limited to, the respondent's qualifications, approach to the project, and ability to furnish the services. The City reserves the right to require public presentations from respondents if it deems them necessary.

During the review of submitted responses, each criterion below will be evaluated. The evaluation of the criteria will be utilized as an aid in selecting / ranking the respondents.

2. SUBMITTED PROPOSAL / QUALIFICATIONS SUBMITTAL REQUIREMENT:

Respondents are to adhere to the requirements shown below. Failure to do so may result in

rejection of proposal as non-responsive.

- a. Be concise and to the point.
- b. Limit proposal to no more than thirty (30), 8-1/2" X 11" type written pages.
- c. Provide adequate information on each criterion below.
- d. Provide the criteria information below in the order shown.

CRITERIA:

a. Ability of Professional Personnel, including:

1. **Past Record of Professional Performance / Accomplishments:** A list plus brief description of recent completed projects similar to the City requirements under consideration with references to include each owner's contact person with telephone number. This is to be limited to design projects completed by team members that will be assigned to this project within the last ten (10) years and be assigned to the local office.
 2. **Ability to design an Approach and Work Plan to Meet the Project Requirements:** Include a description of the proposer's understanding of the general nature of the assignment, approach and methodology envisioned to accomplish the scope of work, identification of any problem areas you may have detected and proposed solutions, recommendations for construction contract enhancement to better facilitate timely completion and minimize impacts to the City's residents and businesses, and any suggestions for potential cost savings in professional fees and/or construction related costs through the employment of innovative approaches.
 3. **Project Team:** List consultant team members and sub-contractor firms/team members. Give brief bullets on education, training, and experience of project personnel.
 4. **Construction Management:** Describe the experience of the firm and assigned personnel to coordinate, direct, and resolve conflicts arising from design and construction work activities and project delays among various contractors, engineers, developer's engineers and/or contractors on simultaneous multiple design and/or construction projects.
- b. Proximity:** 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 team should be permanently assigned to and physically located at the project office. Routine and responsive face-to-face and telephonic and virtual interaction will be important in servicing the City's needs in performing this contract.
- c. Willingness to Meet Time and Budget Requirements:**
1. Affirm the respondent's willingness and ability to conform to the following City requirements:

- (a) In no case, will the City pay a total overhead rate that exceeds 150 percent of direct labor.
- (b) Profit rate shall be applied only to direct labor plus associated overhead and shall not exceed 10 percent.
- (c) No mark-up or profit shall be paid on non-labor related job costs, reimbursable expenses, or services provided by subcontractors.
- (d) Prior to competitive negotiation on the scope of service, the selected consultant will be required to provide the proposed total compensation, utilizing hourly rates and detailing employee hours needed for each activity, number of sheets required for drawings, amount proposed for surveys, geotechnical investigations, and other specialty sub-consultant costs, and all other costs associated with the project. See Section “E” for additional information.
- (e) Ability of firm to meet project schedules and budget requirements.

d. Recent, Current, and Projected Workload of the Firm.

e. Volume of Work Previously Awarded to the Firm by the City of Jacksonville

Beach: Provide a listing of projects with performance results / outcomes. This is to be limited to design projects completed within the last ten (10) years.

SUBMITTALS SHALL ALSO INCLUDE THE FOLLOWING ITEMS:

- a. Certification of licensure to carry out the work outlined in the RFQ in the State of Florida.
- b. Public Entity Crime Form.
- c. Quality Assurance Program.

COMPETITIVE NEGOTIATION PROCESS

1. The competitive negotiation shall be in accordance with this Request for Proposal.
2. The City intends to negotiate a contract with the respondent that the City determines is the most qualified during the competitive selection process. The negotiations will be for professional services at compensation, which the City determines is fair, competitive, and reasonable.
3. The City will notify the most qualified respondent that the City plans to initiate negotiations for professional services. Prior to the start of negotiations, the notified respondent shall provide to the City the following information:
 - a. The proposed total compensation, utilizing hourly rates and detailing employee hours needed for each activity, number of sheets required for drawings, amount proposed for

- surveys, geotechnical investigations, and other specialty sub-consultant costs, and all other costs associated with the project, following the outline in Section “E.”
- b. The respondent shall also submit a Truth-In-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.
4. If the City is unable to negotiate a satisfactory contract with the firm considered the most qualified at a price the City determines to be fair, competitive, and reasonable, then the City shall terminate negotiations at its sole discretion. The City may then, at its sole discretion, undertake negotiations with the respondent that the City determined is the second most qualified respondent during the competitive selection process. This procedure may be repeated until an agreement is reached with a fully qualified respondent.

SCOPE OF SERVICES

The **CONSULTANT** will provide the necessary engineering services for the Infrastructure Improvements, Downtown/Southend Redevelopment Areas and Adjacent Areas located in the City of Jacksonville Beach Florida. The Downtown Redevelopment Area portion of the project is bounded on the north by 4th Avenue South, the east by the Atlantic Ocean, the south by 11th Avenue South, and on the west by 3rd Street (S.R. A1A); the Southend Redevelopment Area is bounded on the north by Seabreeze Avenue, the east by Isabella Boulevard, on the south by Duval/St. Johns County Line, and on the west by America Avenue; and the Adjacent Areas portion of the project includes the area bounded on the north by 13th Avenue South, the east by the Atlantic Ocean, the south by 16th Avenue South, and on the west by 3rd Street (S.R. A1A), and the downstream area bounded on the north by 12th Avenue South, the East by 4th Street South, the South by 13th Avenue South, and on the west by 10th Street South, as indicated on Exhibits “A” and “B.”

The proposed services are divided into three phases. Work by the **CONSULTANT** on a subsequent phase will be decided / authorized by the City of Jacksonville Beach following the successful completion, review, and acceptance of the deliverable products for the current phase. The engineering design services shall provide new water, wastewater, and stormwater system piping, downstream channel improvements and other infrastructure and roadway improvements to include modifications to allow for additional on-street parking spaces where appropriate. The City of Jacksonville Beach encourages the submission of any innovative cost effective design concepts.

Public Awareness: The Consultant will develop and assist the City Staff in implementing a public awareness program to advise those citizens and businesses that will be affected by the proposed water, wastewater, stormwater, downstream channel improvements and other infrastructure and roadway improvements project(s). In addition to a public meeting to present the **CONSULTANT’S** findings from the Preliminary Study Phase for approval, the program will include the preparation of exhibits and two presentations to the public following the completion of the Design/Permitting Phase. The first will be in a more local/neighborhood setting discussing the project with those owners immediately adjacent to the proposed construction. The second presentation will be in a more public forum possibly such as a City Council and/or Redevelopment Agency meeting or workshop.

CITY OF JACKSONVILLE BEACH PROJECT PERSONNEL:

- A. Project Officer – Director of Public Works
- B. Project Contact –Project Engineer, Public Works Department
Kayle Moore, PE., Project Engineer – Public Works Department, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250. Telephone (904) 853-1929
- C. Project Finance and CRA Liaison – CRA Administrator

The phases are as follows:

PHASE ONE -- PRELIMINARY STUDY/DESIGN

The specific preliminary engineering services to be provided by the **CONSULTANT** for Phase One will be as follows:

- (1) Preliminary plans for water, wastewater and stormwater system piping, downstream stormwater treatment and conveyance and other infrastructure and roadway improvements, including on-street parking enhancements, in sufficient detail to allow for providing an Engineer's Opinion of Probable Cost. (See Section "D" for a potential listing.)
- (2) Detailed breakdown of the Engineer's Opinion of Probable Cost.
- (3) Survey and geological investigation services (including coring existing roadway sections to determine subgrade material) sufficient to complete the tasks in Phase One and to proceed with Phase Two when decided/authorized by the City.
- (4) Recommended Phasing Plan for Design and Construction Projects.
- (5) Phase I Design Completion Schedule.
- (6) Incorporate existing developer and City construction plans and other related information provided by the City to be utilized in identifying existing infrastructure.

PHASE TWO -- DESIGN/PERMITTING

The specific design/permitting services to be provided by the **CONSULTANT** are as follows:

- (1) Construction drawings and specifications covering water, wastewater, stormwater, downstream stormwater treatment and conveyance and other infrastructure and roadway improvements, parking enhancements, and maintenance of traffic.
- (2) Stormwater management plan and permitting.
- (3) Florida Department of Transportation (FDOT) permitting.
- (4) NPDES permitting.
- (5) Florida Department of Environmental Protection (FDEP) permitting.
- (6) Cost estimating for the 60 percent, 90 percent, and 100 percent review submissions.
- (7) Design review submissions (60 percent, 90 percent, and 100 percent).
- (8) Bidding and Recommendation of Award services.

- (9) Design Completion Schedule.
- (10) Update City Contract and front end documents.

PHASE THREE -- CONSTRUCTION MANAGEMENT

If Phase Three is decided/authorized by the CITY, the specific construction management services to be provided by the **CONSULTANT** during the period of construction are as follows:

- (1) Shop drawing review and distribution of same to City and Contractor.
- (2) Monthly, if required, project coordination meetings including members of the consultant team, contractors and subcontractors, and appropriate members of the city staff.
- (3) Periodic inspections of the work in progress, particularly during critical stages of construction.
- (4) Periodic review of the construction schedule and coordination with City and the Contractor to address delays or changes to the project schedule.
- (5) Contractor Pay Requests review and approval.
- (6) Change Order Request Processing.
- (7) Testing and disinfection of water mains.
- (8) Testing of wastewater and stormwater mains.
- (9) Testing of wastewater and stormwater pump stations.
- (10) Review of all testing results performed during the course of construction.
- (11) Review "As-Built" plans from the Contractor for submission to the City.
- (12) Conflict resolution between the City, Contractor, Developer's contractors and/or Permitting Agencies, including conflicts regarding contract violations with respect to project schedule and progress.
- (13) Final walk through and project closeout.
- (14) Project certification to approving agencies.

Exhibit "A"

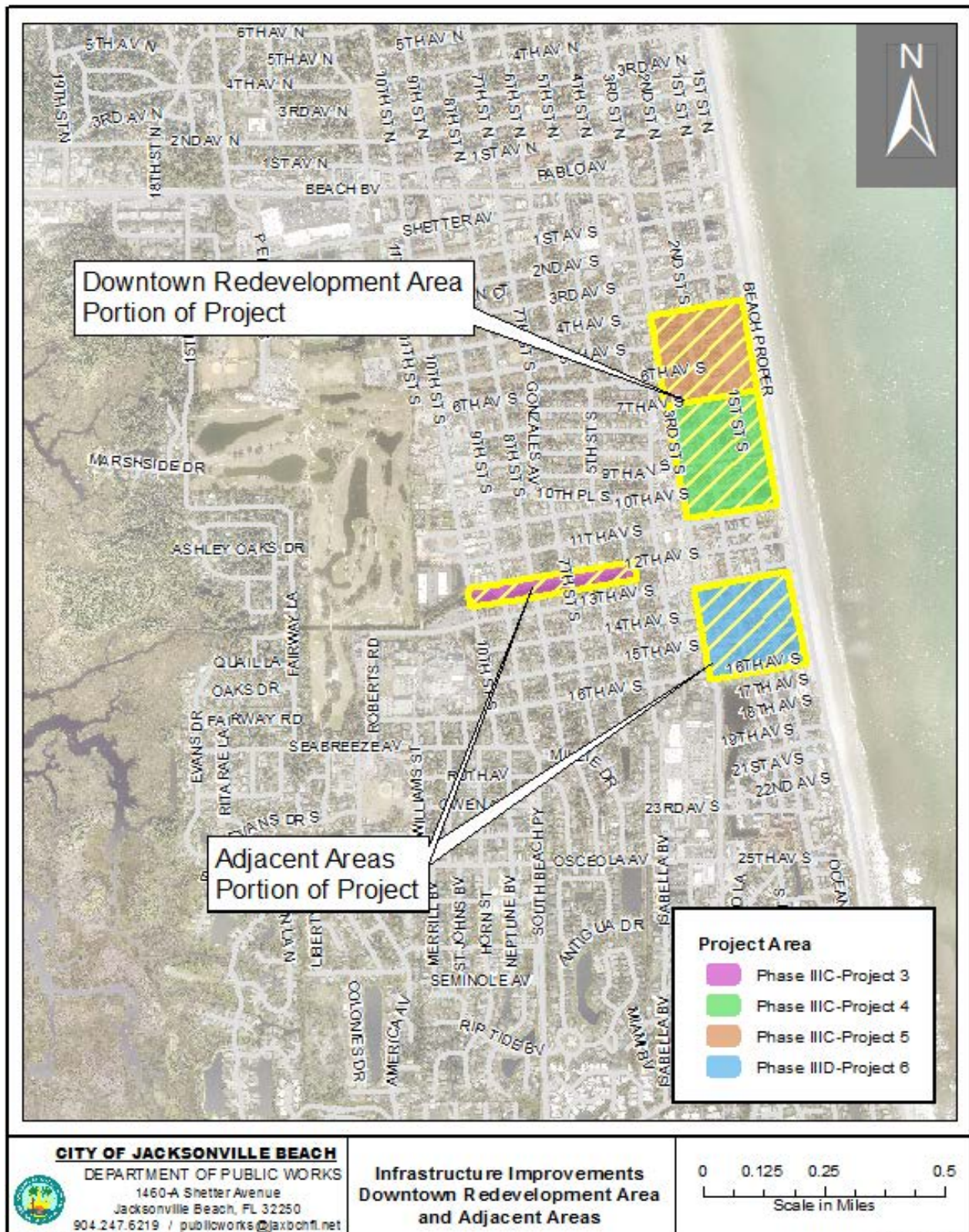
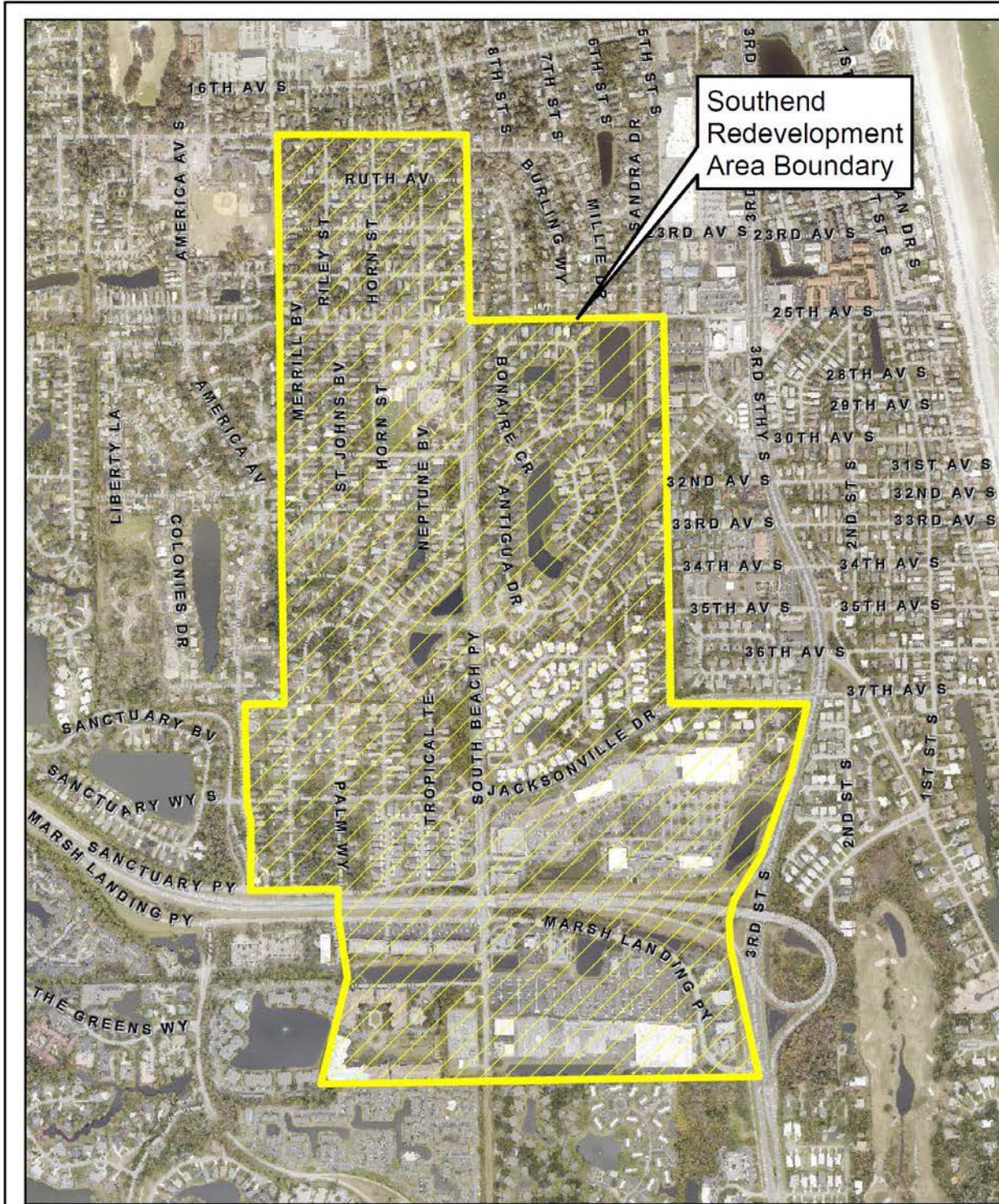


Exhibit "B"



CITY OF JACKSONVILLE BEACH
DEPARTMENT OF PUBLIC WORKS
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
904.247.6219 / publicworks@jaxbchfl.net



**Southend
Redevelopment Area**



The data provided on this map are provided for informational and planning purposes only. The City is not responsible for misuse of the data

0 0.125 0.25 Miles

SECTION D: PLANNED PROJECT AREAS AND IMPROVEMENTS

LIST OF PROJECT AREAS

1. Outfall Channel Improvements from 4th Street South to 10th Street South (Phase IIIC-Project 3)
2. 7th Avenue South to 11th Avenue South from Street end to 3rd Street South (Phase IIIC-Project 4)
3. 4th Avenue South to 7th Avenue South from Street end to 3rd Street South (Phase IIIC-Project 5)
4. 13th Avenue South to 16th Avenue South from Street end to 3rd Street South (Phase IIID-Project 6)
5. Southend Redevelopment Area

LIST OF POTENTIAL IMPROVEMENTS
WITHIN THE PROJECT AREAS

1. Water Mains
2. Wastewater Mains
3. Stormwater Mains
4. Beach Stormwater Outfall Reversals
5. Stormwater Pump Stations
6. Milling and Overlay Existing Streets
7. Reconstruct Existing Roadways
8. Additional On-Street Parking
9. Beach Access Street End Zones
10. Other projects approved by the City of Jacksonville Beach

SECTION E: RATES

NOTE: Proposed cost information is to be submitted in writing upon separate notification after the competitive selection process is completed by the City.

1. **Cost:** Quote rates, fees or charges. Detail other cost-proposals or cost-breakdown information.
 - a. Schedule of direct labor rates (without fringe benefits) for the following categories of personnel to be used on the project:
 - Project Manager (Responsible Professional)
 - Design Engineer or Architect (Registered)
 - Designer or Technician (Non-Registered)
 - Computer-Aided-Digital Design (CADD) personnel
 - Construction Manager
 - Field Inspector
 - Clerical (Typist, Word Processor, Printer, Assembly)
 - Other (Specify)
 - b. Proposed overhead rate on direct labor, profit rate, costs of printing, CAD systems or other direct project costs.
 - c. If applicable, proposed size and cost per day of survey crew.
 - d. If applicable, other sub consultant rates / costs.
 - e. Any other information available to show pricing methods.

Proposed rates and costs will be used in the competitive negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted with mutual written agreement when additional work beyond the original authorization is being requested; provided, any increases in the Consumer Price Index (CPI) since the date of the proposal.

With regard to proposed overhead rates in use by the firm, in no case will the City pay a total overhead rate, which exceeds 150 percent of direct labor. Profit rate shall be applied only to direct labor plus overhead and shall not exceed 10 percent. No mark-up or profit shall be paid on non-labor related job costs, reimbursables or on services provided by subcontractors.

2. **Proposed Total Compensation:** The consultant is required to provide proposed total compensation utilizing the rates identified above and detailing employee hours needed for each activity, number of sheets required for drawings, amount proposed for surveys, geotechnical investigations, and other sub consultant work, and all other costs associated with the project.
3. **Truth-In-Negotiation Certificate:** Submit truth-in-lending certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

4. **Additional Cost Information:** The City reserves the right to request additional cost information from the respondent to aid in determining and negotiating a fair, competitive, and reasonable price for the services to be contracted.

5. **Competitive Negotiations:**

The cost information provided is to be utilized in the competitive negotiation process with the most qualified respondent as determined by the City.

If the City is unable to negotiate a satisfactory contract with the firm considered the most qualified at a price the City determines to be fair, competitive, and reasonable, then the City shall terminate negotiations at its sole discretion. The City may then, at its sole discretion, undertake negotiations with the respondent that the City determined is the second most qualified respondent during the competitive selection process. This procedure may be repeated until an agreement is reached with a fully qualified respondent.

SECTION F: SUBMITTAL FORMS

FORM 1

RESPONSE FORM (page 1 of 2)

RFQ NUMBER: **08-1920**
TITLE: **Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas**

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

DATE: _____

All services shall be provided meeting, and in compliance with this RFQ document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFQ, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-consultant work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all Consultant overhead, all Consultant profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's response for this RFQ.

I hereby certify that I have read and understand the requirements of **RFQ #: 08-1920 Infrastructure Improvements – Downtown/Southend Redevelopment Areas and Adjacent Areas**, and as the respondent will comply with all requirements, and that I am duly authorized to execute this response document and any Contract(s) and/or other transactions required by award of this RFQ.

SUBMITTED BY: _____
Printed Name of Authorized Submitter

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LICENSE NUMBER: _____

By: _____
Signature of Authorized Submitter

_____ Title (typed or neatly printed)

FORM 1

RESPONSE FORM (page 2 of 2)

RESPONSE DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFQ. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted response. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[]	1.	Title Page
[]	2.	Table of Contents
[]	3.	Letter of Transmittal
[]	4.	FORM 1: RESPONSE FORM (completed pages 38 - 39)
[]	5.	FORM 2: RFQ AWARD NOTICE FORM (completed page 40)
[]	6.	FORM 3: REQUIRED DISCLOSURE FORM (completed page 41)
[]	7.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM (completed page 42)
[]	8.	FORM 5: NON-COLLUSION AFFIDAVIT (completed page 43)
[]	9.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (completed page 44)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Response Form and/or is required by the RFQ and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFQ, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____

FORM 2

RFQ AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Response Form and other required documents.

1. Company Name: _____

2. Address: _____

3. City, State & Zip: _____

4. Attention: _____

5. Phone: _____ Fax: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Responses were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFQ No. 08-1920** per the attached Response Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFQ for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFQ, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your response.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE RESPONSES - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, 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 response 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 responses 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's 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 contract 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 contract, 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 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

FORM 5

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says that:

1. He (it) is the _____, of _____ the Respondent that has submitted the attached Response;
2. He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusive or sham Response;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employee, 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 contract for which the attached Response has been submitted; or to refrain from responding in connection with such contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Respondent, firm, or person to fix the price or prices in the attached Response or of any other Respondent, or to fix any overhead, profit, or cost elements of the Response price or the Response price in any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed contract;
5. The price or prices quoted in the attached Response are fair and proper and are not tainted by any 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 his affidavit.

By: _____

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

20____, in the State of _____, County of _____.

_____ Notary Public

My Commission Expires: _____

FORM 6

NON-BANKRUPTCY AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of the firm of _____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant’s participation in **RFQ #: 08-1920**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary’s Printed Name

Expiration of Notary’s Commission

Affix Seal Here: