



MICANOPY, SEMINOLE CHIEF

Town of Micanopy

REQUEST FOR QUALIFICATIONS

CONTINUING PROFESSIONAL SERVICES

FOR

ENGINEERING SERVICES

RFQ

**Town Administrator
706 NE Chokolka Blvd.
P.O. Box 137
Micanopy, Florida, 32667-0137**

SUBMITTED BY: _____

Name of Firm

**REQUEST FOR QUALIFICATIONS
FOR ENGINEERING SERVICES
FOR THE TOWN OF MICANOPY**

The Town of Micanopy, Florida, under the provisions of Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act), seeks Statements of Qualifications (SOQ) from qualified firms to provide continuing Engineering Services.

OBJECTIVE

This contract is intended to be a time saving device for in-house staff, project managers and inspectors and to augment staff in areas where specific expertise is not available or where workload will not permit timely accomplishment of budgeted projects. This contract will allow the Town to solicit proposals directly from the consultant for proposals for every project or task. The Town, at any time, reserves the right to solicit separate proposals for any and all projects or tasks, regardless of fee or construction value. Selection by the Town as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. Work will be awarded to consultants based on consultants' current workload or availability, expertise in the project area and previous work awarded.

A termination clause of thirty (30) days after official notice by the Town will be included in the contract provisions; this is in addition to termination for cause, which may be of a shorter time.

At the time of executing any contract and during the term of such contract, qualifying firms shall maintain in full force and effect at its own cost and expense insurance coverage in conformance with the Risk Management Requirements outlined in Exhibit "A".

Additionally, an executed Public Entity Crime Statement must accompany the Statement of Qualification Exhibit "B".

SCOPE OF SERVICES:

The Town of Micanopy is requesting that qualified engineering consultants provide statements of interest in and qualifications to provide at a minimum, the following services regarding the continuing contract for professional engineering services:

1. Civil Engineering Design Services
2. Surveying
3. Structural Engineering Design or Evaluation
4. Regulatory Agency Permitting Assistance
5. Mechanical/Electrical Design or Evaluation
6. Hydrogeological Services
7. Geotechnical Services
8. Environmental Studies/Permits
9. Architectural Services
10. GIS Services
11. Construction Management/Inspection Services
12. Automated Process Control Services
13. Professional Geologist
14. Feasibility Study services

Examples of the types of tasks anticipated to be within the scope of services include:

- Expansion and renovation of the firehouse
- Renovation of Town Hall
- Construction of ballpark recreation building
- Paving of Town Hall/Library parking lot
- Landscaping of the two entrance triangles, including signage, at State Road 441 & CR234
- Renovation of firehouse playground
- Assistance in pursuing possible funding sources for all projects
- Other tasks as determined necessary by the Town within the limits of CCNA dollar maximums.

It is not expected that a qualifying firm have resources or an obligation to perform all tasks identified herein or other tasks as deemed necessary by the Town. A firm may qualify for a specific task or tasks, and the Town, in its discretion, may request a proposal from a qualifying firm to perform one or more tasks.

MINIMUM QUALIFICATIONS

Firms shall be readily accessible to the Town of Micanopy. All work done for the Town will be supervised by Town of Micanopy staff. Firms shall have the ability to provide the engineering work needed by the Town to the standards required by the Town, County, and State. The firms shall have the financial resources and bonding capability (if needed) for the performance of the desired engineer services, or the ability to obtain such resources. Those firms offering services shall maintain professional liability insurance as required in Exhibit "A".

SOQ SUBMITTAL REQUIREMENTS

1. Standard Form 254 or Standard Form 330
2. Standard Form 255 or Standard Form 330
3. Description of firm's qualifications for performing the work outlined in the Scope of Services. Specific information relative to similar work accomplished in the past, including cost information should be provided.
4. Team organization chart with summary of résumés of key personnel who will be assigned to the work detailed in the Scope of Services. Indicate past experience of the team members working together.
5. List all sub-consultants proposed along with qualifications. The Town reserves the right to approve all sub-consultants.
6. Permitting/agency coordination experience.
7. Current workload and ability to deliver projects on time and within budget.
8. Proof of liability insurance and its limits.
9. Public Entity Crime Statement.
10. Proof of payment of Town/County taxes or a letter from the Alachua County Tax Collectors Office stating no taxes are due.

LENGTH OF SERVICE

This contract is a continuing contract as defined in Section 287.055(2)(g), Florida Statutes, for professional services of the firms to provide and perform services to the Town when and as needed by the Town and shall continue and remain in effect until it is terminated as permitted and authorized in the contract. Once qualified and an

agreement has been signed, all firms chosen to provide professional services to the Town must maintain their availability, and keep all licenses and insurance certificates current in order to continue their qualification.

EVALUATION OF QUALIFICATIONS

Selection of firms will be in accordance with Section 287.055, Florida Statutes (Consultants Competitive Negotiation Act). All firms meeting the minimum qualifications are eligible to be placed on the Town's consultants list, at the discretion of the Town. Submittals will be evaluated using the following criteria:

1. Project Team
 - Management/organization
 - Demonstrated permitting experience
 - Demonstrated ability to meet schedule and budget
 - Demonstrated ability to maintain team integrity over time
2. Familiarity with the Town of Micanopy
3. State and other nationally recognized certificates.
4. Previous professional services in the geographical area
5. Past performances with the Town of Micanopy government
6. Current workload
7. Availability of personnel and resources of the firm in the Town of Micanopy and ability to assimilate additional workload
8. Quality of submittal
9. References

TERMS AND CONDITIONS

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

PROTEST

A notice of protest must be submitted within three (3) business days after posting of the selection of the firm(s). The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the Town.

**TOWN OF MICANOPY RISK MANAGEMENT REQUIREMENTS
FOR PROFESSIONAL SERVICES**

TOWN DEFINED

The term TOWN (wherever it may appear) is defined to mean the TOWN itself, its Commission, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

HOLD HARMLESS

The TOWN shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the TOWN'S sole negligence.

The TOWN shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the TOWN'S sole negligence.

PAYMENT ON BEHALF OF TOWN

The Other Party agrees to pay on behalf of the TOWN, and to pay the cost of the TOWN's legal defense, as may be selected by the TOWN, for all claims described in the Hold Harmless paragraph.

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

LOSS CONTROL/SAFETY

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

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

DRUG FREE WORK PLACE REQUIREMENTS

All contracts or purchase orders with individuals, or organizations that wish to do business with the Town of Micanopy shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to FS §440.102. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the TOWN'S premises and job sites. In addition, if the violation is considered flagrant by the TOWN, and the TOWN is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the TOWN can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the TOWN'S Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the TOWN, on policies and with insurers acceptable to the TOWN.

These insurance requirements shall not limit the liability of the Other Party. The TOWN does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the TOWN as an additional insured to the extent of the TOWN's interests arising from this agreement, contract or lease. This specifically includes, without limitation, General Liability and Business Auto. Except for workers compensation, the Other Party waives its right of recovery against the TOWN, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the TOWN and may be disapproved by the TOWN. They shall be reduced or eliminated at the option of the TOWN. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the TOWN shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of TOWN, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TOWN's acceptance of renovation or construction projects.

Business Auto Liability Coverage

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.

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 should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

ADDITIONAL INSURANCE

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EVIDENCE/CERTIFICATES OF INSURANCE

Certificate Holder will be addressed as the Town of Micanopy, 706 NE Cholokka Blvd., P.O. Box 137, Micanopy Florida, 32667-0137. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the TOWN is to be named as Additional Insured on General Liability and Business Auto.

Each Certificate will address the service being rendered to the TOWN by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that the TOWN 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 TOWN at least 15 days prior to coverage renewals.

If requested by the TOWN, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

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

Receipt of certificates or other documentation of insurance or policies or copies of policies by the TOWN, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, 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 Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. In understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, 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 officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. **Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature

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

Personally known _____

OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped commissioned name of notary public]

Anti-Collusion Clause

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:

Address:

Signature:

Printed Name

Tel No.:

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Town of Micanopy Town Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a Town employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Signature : _____

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