



**CITY OF ST. AUGUSTINE BEACH
ENGINEERING DIVISION**

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-06

**CONTINUING CONTRACTS FOR
AS NEEDED PROFESSIONAL SERVICES**

City of St. Augustine Beach
2200 A1A S
St. Augustine FL 32080
904-471-2122

FINAL: 10/10/2023

RFQ NO: 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES

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EXHIBITS (*SEPARATE DOCUMENTS*)

**EXHIBIT A – Required Provisions for Federally Funded Projects APPENDIX II TO
PART 200, TITLE 2**

CITY OF ST. AUGUSTINE BEACH, FL
RFQ NO. 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES

PART I: GENERAL SOLICITATION REQUIREMENTS

A. PURPOSE & INTENT

The intent of this RFQ is to solicit qualifications from firms qualified in the professional services as provided herein, for the purposes of establishing continuing contracts with a pool of Consultants to perform as needed professional services, based upon the needs of the City of St. Augustine Beach. Services shall be performed within the thresholds established in Section 287.055, Florida Statutes, as applicable.

The purpose of establishing the continuing contracts for professional services is to allow for more effective and efficient completion of work, by eliminating formal solicitations for projects that are within the thresholds established by Florida Statute.

B. DUE DATE & LOCATION

Qualifications submitted in response to this RFQ must be delivered to and received by the City of St. Augustine Beach by or before **three o'clock (3:00PM EST / EDST) on Thursday, November 9, 2023**. Qualifications submittals may also be submitted via www.demandstar.com. Any Qualifications received by the City of St. Augustine Beach after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Qualifications must be submitted to: ATTN: City Clerk
City of St. Augustine Beach
2200 SR A1A S
St. Augustine, FL 32080

The City is not responsible for Qualifications that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than the City of St. Augustine Beach City Clerk. Any such Qualification that is not received by the City Clerk shall be returned to the Respondent, unopened.

C. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the City's Designated Point of Contact provided below:

Designated Point of Contact: Jason D. Sparks, P.E.
Engineering Director
City of St. Augustine Beach
2200 SR A1A S
St. Augustine, FL 32080
Email: jsparks@cityofsab.org

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Ken Gatchell, Public Works Director at kgatchell@cityofsab.org.

D. LOBBYING PROHIBITION

In accordance with City Purchasing Policy, Respondents **SHALL NOT** contact any staff member of

City of St. Augustine Beach, including members of the City Commission, except for the above referenced individuals, with regard to this RFQ. Any such communication is a violation of City Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFQ.

E. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM EST / EDST)** on **Tuesday, October 24, 2023**. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the City.

F. TENTATIVE SCHEDULE OF EVENTS

Below is a tentative schedule of events pertaining to this RFQ and subsequent contract process. Any and all dates provided are subject to change at the sole discretion of the City. Any modifications that impact the schedule of this RFQ through and until the submittal deadline for Qualifications shall be noticed via Addendum.

Broadcast of RFQ	October 10, 2023
Deadline for Questions	October 24, 2023
Qualifications Submittal Deadline	November 9, 2023
Public Evaluation Meeting	November 28 – December 8, 2023
Shortlist Discussions	December 8 – December 15, 2023
Final Evaluation Meeting	December 15, 2023
City Commission Agenda	January 8, 2024
Issue Final Contract(s)	January 22, 2024

G. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a City issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The City reserves the right to request from any Respondent, copies of any missing addenda.

H. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with

Disabilities Act (ADA) during the performance of the work.

I. SOLICITATION POSTPONEMENT/CANCELLATION

The City may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by City Staff, in order to best serve the interests of City of St. Augustine Beach.

J. RIGHT TO REJECT/ACCEPT

The City reserves the right to accept or reject any or all qualifications, waive minor formalities, and to award to the Respondent that best serves the interest of City of St. Augustine Beach.

K. COMPLIANCE WITH CITY OF ST. AUGUSTINE BEACH PURCHASING POLICY AND PROCEDURES

All terms and conditions of the City of St. Augustine Beach Purchasing Policy ("Policy") are incorporated into this RFQ Document by reference and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the Policy and Procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The City reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

Below are the general scopes of work for each type of professional services which may be provided under the awarded continuing contract(s). This is not intended to be a comprehensive or exhaustive scope of services, but a general reference to the types of work/tasks that may be issued by the City. The exact nature and magnitude of the services to be performed shall be defined at the time that work is awarded by Purchase Order.

1. Architectural Services:

Services shall include, but are not limited to:

- Studies and Master Planning
- Park Planning
- Architectural Design Services (New Construction & Renovation) - may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other design services
- Bid Phase Services
- Construction Phase Services
- Project Management
- Feasibility Studies
- Building Condition Audits
- Programming
- Interior Design
- Renderings and Promotional Materials
- CADD/Drafting

- Design Criteria Package Development

2. Surveying Services

Services shall include, but are not limited to:

- Boundary Surveys
- Topographic Surveys (including direct measurement or remote sensing methods)
- As-built Surveys
- Construction Layout Surveys
- Control Surveys
- Easement Research
- Hydrographic/Bathymetric Surveys
- Quantity Surveys
- Roadway Maintenance Maps (Specific Purpose Surveys)
- Photogrammetric Surveys (including orthorectified imagery)
- Right-of-Way Staking
- Subsurface Utility Excavation (SUE) Quality Level A and Quality Level B

3. Environmental Services

Services shall include, but are not limited to:

- Wetland Assessments and Mapping
- Wetland Jurisdictional Line Delineation
- Mitigation Plan and Design
- Grant Administration
- Protected Species Surveys
- Arborist Services
- Stormwater Pond Inspection and Reporting
- Site Evaluation
- Phase I, II, & III Environmental Assessments (Due Diligence)
- Environmental Sample Collection, Analysis and Evaluation
- Contamination Assessment Reports and Remedial Action Plans
- NPDES Phase II MS4 Program Assistance

4. GIS Services

Services shall include, but are not limited to:

- ESRI product/application support & development for ESRI products/applications including ArcGIS Online and ArcGIS Mobile
- Geodatabase modeling, data design, editing, administration, support & development
- Custom development and integration for database, web, and server data and applications
- Support and development for mobile technologies and applications
- Data entry, adjustment and conversion for GIS, CADD, scanning, digitizing and databases
- Training and staff support for software, data and applications
- Enterprise Asset Management and Computerized Maintenance Management System Support & Development

5. General Civil Engineering Services

Services shall include, but are not limited to:

- Design Services (New Construction & Renovation) - may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other design services pertaining to:
 - Roads and Pavement
 - Drainage and Stormwater
 - Sidewalk
 - Lighting
- Computer Aided Design & Drafting (CADD)
- Hydrologic and Hydraulic Stormwater System Modeling (ICPR4)
- Construction Engineering Inspection
- Construction/Contract Administration
- Software Analysis and Maintenance
- Expert Witness Services
- Studies and Master Planning
- Geotechnical Services
- Grant Administration
- General Engineering Consulting (GES)
- Maintenance of Traffic
- Signings and Markings
- Program Management (PM) Services
- Design Criteria Package Development
- Public Meeting Preparation and Participation
- Stormwater Pond Inspection and Reporting

6. Mechanical/Electrical/Plumbing Engineering Services

Services shall include, but are not limited to:

- Design Services – may include plans, specifications, drawings, renderings, diagrams, prototypes, manual(s), reports, and other services pertaining to:
 - Existing Mechanical Systems – commercial buildings from 500 SF to 200,000 SF
 - Automated Direct Digital Controls
 - Variable Air Volume Systems
 - Interior Power Distribution & Lighting Systems
 - Exterior Primary & Secondary Distribution Systems – Area & Sports Lighting
 - Emergency Power Systems & adapting to existing buildings
 - Communication Systems
 - Fire Alarm & Security Systems – high security complexes, general office and medical facilities
- Computer Aided Design & Drafting (CADD)
- Economic and Life Cycle Analysis of Mechanical Systems
- Geotechnical Services
- Construction/Contract Administration
- Design Criteria Package Development

PART III: QUALIFICATION SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with submitting Qualifications in response to this RFQ. Additionally, Respondents are also solely responsible for any and all costs associated with required interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Qualifications received in response to this RFQ shall become the property of City of St. Augustine Beach and will not be returned. In the event of contract award, all documentation produced as part of the Contract will become the exclusive property of City of St. Augustine Beach.

By submitting Qualifications, each Respondent certifies that he/she has fully read and understood any and all instructions in this RFQ, and has full knowledge of the scope, nature, and quality of work to be performed.

Respondents are responsible for complying with all applicable provisions of the City of St. Augustine Beach Purchasing Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be eligible to submit a proposal. Responses must clearly demonstrate compliance with the minimum qualification in order to proceed to evaluation.

Respondents must be fully licensed in the State of Florida and St. Johns County to perform the type of service for which they are seeking qualification by the City, in accordance with Sections 287.055, 471.023, 472, 481.219, and 481.319, Florida Statutes, as applicable.

Failure by any Respondent to sufficiently demonstrate compliance with the minimum qualification requirements stated above, may result in the Respondent being deemed non-responsive, and removed from the evaluation, and further consideration for award.

C. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the City to ensure that Disadvantaged Business or Small Business Enterprises (DBE/SBE), Minority Business Enterprise (MBE), and Women-Owned Business Enterprises (WBE) have equal opportunity to receive and participate in Federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contracts; and
- To assist the development of firms that can compete successfully in the marketplace outside

the DBE Program.

If the Respondent is not a DBE/SBE/MBE/WBE firm, then Respondent must meet the following criteria for projects that are either partially or completely funded through State and/or Federal programs:

1. Achieve DBE/SBE/MBE/WBE participation by using DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors; **OR**
2. If unable to utilize DBE/SBE/MBE/WBE certified sub-consultants and sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of DBE/SBE/MBE/WBE sub-consultants and sub-contractors.

State of Florida resources: Career Source – <http://www.careersourcenortheastflorida.com/>

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release any information not verified as “trade secret”, in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Solicitation and subsequent Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
2. In accordance with Florida law, to the extent that the awarded Consultant’s performance under the awarded Contract constitutes an act on behalf of the City, Consultant shall comply with all requirements of Florida’s public records law. Specifically, if Consultant Firm is expressly authorized, and acts on behalf of the City under the awarded Agreement, Consultant shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the Services;
 - (b) Upon request from the City’s custodian of public records, provide the City 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (c) Ensure that public records related to the awarded Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the awarded Agreement and following completion of the awarded Agreement if the Consultant does not transfer the records to the City; and
- (d) Upon completion of the awarded Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Services.

If the Consultant transfers all public records to the City upon completion of the awarded Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the awarded Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of the awarded Agreement by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 2200 A1A S, St. Augustine, FL 32080, Phone: (904) 471-2122; Email: dfitzgerald@cityofsab.org

F. USE OF CITY LOGO

Pursuant to, and consistent with, City Administrative Policy, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the City Seal/Logo without express written approval of the City Commission of City of St. Augustine Beach, Florida.

Respondents shall not include the City of St. Augustine Beach Seal/Logo in any part of their submitted package. Any packages received by the City of St. Augustine Beach, which contain the City Seal/Logo may be deemed nonresponsive to this requirement. The City reserves the right to request the submitting firm to resubmit a package with the City Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the City.

G. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of work as provided herein. Respondents must certify that no person having any such interest shall be employed for the performance of any of the required services as provided herein.

Respondents must disclose any and all involvement in any City of St. Augustine Beach City Commission advisory board by any person(s) associated with their firm.

Respondents are required to disclose to the City any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the City, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondents must disclose any employment or contractual relationship with a City official or employee in the submitted Qualifications. Additionally, Respondents must disclose any ownership interest by a City officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

Respondents may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

Respondents shall submit a separate Qualifications packet for each Category of Service for which the Respondent seeks qualification (i.e., Part II. Scope of Work 1-6). Each Qualifications packet shall clearly indicate on the Cover Page which Category of Service the Respondent is seeking qualification. Failure by the Respondent to appropriately indicate the Category Service may be grounds for Respondent being deemed non-responsive to the requirements of this RFQ.

The submitted Qualifications must include documentation to satisfactorily demonstrate all required information and may include supplemental information as needed. The aim of the prescribed format is to simplify the preparation and evaluation of the submitted Qualifications.

Submitted Qualifications must not exceed twenty-five (25) pages in total, and shall include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page & Cover Letter
2	Qualifications
3	Related Experience
4	Current & Projected Workloads
5	MBE/DBE/WBE Certification
6	Administrative Information

Respondents must submit one (1) original hard copy of each Qualification packet and one (1) exact electronic PDF copy of each Qualifications packet on a USB drive, in a sealed envelope or container labeled with Respondent's full legal name, mailing address, and the solicitation number and title. Respondents can include all PDFs of Qualifications packets on a single USB drive. CDs/DVDs are not accepted. Qualifications submittals may also be submitted via www.demandstar.com. The City is not responsible for any submittals that are incorrectly labeled and/or that are not delivered to the appropriate location.

All headings, sections and sub-sections shall be identified appropriately as provided herein. Failure to appropriately organize or identify information in a submittal may result in lower scores and/or removal from consideration due to non-responsiveness. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is recommended that submittals be organized in the manner specified below.

Section 1: Cover Page and Cover Letter

Respondent shall complete the Cover Page provided herein, including the service(s) for which the Respondent is seeking qualification, and include a separate cover letter which must provide the following:

- Full legal company name and type (corporation, LLC, partnership, etc.);
- Physical and mailing addresses (if different) and include any other location(s) which may perform services if awarded;
- Primary company point-of-contact information (phone and email), and any secondary or supplemental point(s)-of-contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

Delegation of Authority

Respondent must provide a Delegation of Authority Letter for any representatives signing on behalf of the Respondent who are not principals, owners, partners, etc., for the Respondent firm. The Delegation of Authority must state the levels of authority delegated to each representative, must be on company letterhead, and be signed by a principal/owner/partner (as applicable) of the Respondent firm.

Section 2: Qualifications

Respondent shall provide documentation to fully demonstrate the qualifications of the Respondent and its personnel. The information must include, but is not limited to: licensure, certification, education, and abilities of the firm and all key personnel who may perform work.

Respondents shall provide the following information to demonstrate the requirements above:

Respondent Licenses/Certifications – Provide a list of all licenses and certifications held by the Respondent Firm, and attach copies of the submitted licenses and certifications. This shall include, at a minimum, license to perform services in the State of Florida, St. Johns County and City of St. Augustine Beach (licensure, registration and/or Local Business Tax Receipt).

Company & Team Organizational Chart – Submit a Company and proposed Team Org Chart to demonstrate the hierarchy of the firm as a whole, as well as the proposed team members. This shall demonstrate, at a minimum, the key personnel proposed by the Respondent, but may also include any and all personnel who may perform work if awarded.

Staff Qualifications – Submit any and all information sufficient to demonstrate the qualifications, including licensure, certifications, education, experience, and capabilities of any and all personnel who may perform work if awarded. This may be accomplished with resumés.

Attachment “J”: Claims, Liens, Litigation History – Complete and submit Attachment “K” with information related to any and all claims, liens, and litigation history for the past seven (7) years.

Section 3: Related Experience

Respondent shall provide sufficient documentation to demonstrate any and all related experience performed in the last three (3) calendar years for government agencies. The related experience shall be inclusive of projects performed for St. Augustine Beach and other government agencies. Respondents shall include those projects for which key personnel have participated, even if under a previous employer.

The City reserves the right to contact any of the point(s)-of-contact for any of the projects submitted by the Respondent, for the purposes of demonstrating a Respondent's experience, and to include any information obtained in the City's final consideration for award under this RFQ.

Section 4: Current & Projected Workloads

Respondent shall provide sufficient information to demonstrate Respondent's current and projected workloads anticipated for the next 1-2 calendar years, which shall include projects awarded and under contract, projects in the process of award but not yet under contract, and projects under contract. The information must include all of the Respondent's current contracts/projects, project owner, point-of-contact information, status and timeframe for completion.

Section 5: DBE/MBE/WBE Certification

Respondent shall provide current and valid certification as a DBE/MBE/WBE/VBE issued by the Office of Supplier Diversity.

Section 6: Administrative Information

Respondent shall submit the completed City Attachments, as provided herein, along with all acknowledged Addenda issued by the City during the solicitation.

- Attachment "A" – Qualification Certification
- Attachment "B" – Affidavit of Solvency
- Attachment "C" – City of St. Augustine Beach Affidavit
- Attachment "D" – Conflict of Interest Disclosure
- Attachment "E" – Drug-Free Workplace Form
- Attachment "F" – E-Verify Affidavit
- Attachment "G" – Sworn Statement on Public Entity Crimes
- Attachment "H" – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment "I" – Certification for Disclosure of Lobbying Activities
- Attachment "J" – Claims, Liens, Litigation History
- Certificates of Insurance
- All Signed Addenda (if applicable)

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The City of St. Augustine Beach shall review each submitted Qualifications for responsiveness and

responsibility to the requirements provided herein. Any Respondent who is deemed non-responsive, and any submitted Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to the evaluation of Qualifications. Only those responsive Qualifications from responsible Respondents shall be evaluated for consideration of award.

The City reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All properly submitted Qualifications that are determined to be responsive will be evaluated by an Evaluation Committee of no less than three (3) representatives. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual. Scoring shall be based upon the criteria and requirements provided herein. Scores and rankings will be summarized and announced at the Public Evaluation Meeting.

In accordance with Chapter 287.055, Florida Statutes, Respondents in each Category of Service shall be shortlisted to a minimum of three (3) firms, and any firms whose score is within five percent (5%) of the third highest score to participate in discussions, for final scoring and ranking. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the selected shortlisted firms will be notified, and any additional scoring criteria shall be provided.

The Evaluation Committee will make a final recommendation for award for each group based upon the total score comprised from the scores for the submitted Qualifications and the scores for the discussions, and any scores from additional interviews/presentations as applicable.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award to the City Commission.

C. EVALUATION CRITERIA AND SCORING

Submitted Qualifications shall be evaluated based upon the criteria and scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
A. Qualifications	40
B. Related Experience	40
C. Current and Projected Workloads	15
D. DBE/MBE/WBE/VBE Certification	05 (2.5 if sub)
Total Points Possible per Evaluator:	100
E. Discussions (Shortlist Only):	20
* Total Points Possible:	120

Scoring for additional interviews/presentations will be determined, as necessary and the associated points and criteria will be provided to shortlisted firms, at that time.

D. RECOMMENDATION FOR AWARD

Upon final evaluation, recommendation shall be made to the City Commission to authorize Staff to

enter into negotiations and execute contracts with the selected firms. The City intends to select up to three (3) firms in each Category of Service to perform work under the awarded contracts.

Only those firms selected through this RFQ process and approved by the City Commission will be invited to negotiate a contract.

The City Commission reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the City.

D. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the City's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the City, may file a Protest with the Finance Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of the City of St. Augustine Beach) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

RFQ 23-06; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES**CITY OF ST. AUGUSTINE BEACH, FLORIDA
CITY COMMISSION****DATE:
PROJECT:****SAMPLE EVALUATOR SCORE SHEET**

RESPONDENTS	A.	B.	C.	D.	TOTALS
	QUALIFICATIONS	RELATED EXPERIENCE	CURRENT & PROJECTED WORKLOADS	DBE / MBE / WBE / VBE CERTIFICATE	
	0 TO 40	0 TO 40	0 TO 15	0 TO 05	0 - 100

SIGNATURE: _____ **PRINT NAME:** _____ **DATE:** _____

Evaluator shall score each submitted Qualifications and input a score based upon the criteria provided in the RFQ. Evaluator shall sign and date the score sheet to indicate that the evaluation was conducted in compliance with the requirements of the RFQ Document, as well as City Procedures. Failure to properly conduct an evaluation, and/or to appropriately justify assigned scores with the Evaluator's Narrative, shall result in the Evaluator's scores being removed from consideration.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The City shall issue a Professional Services Continuing Contract to the awarded firms with whom negotiations are successful. The proposed contract term shall be effective for a period of five (5) years, unless terminated by the City prior to the expiration of the contract term. The City is under no obligation to continue the awarded Contracts for the entire contract term and may elect to resolicit the services at any time.

Any contract(s) executed as a result of this RFQ shall be non-exclusive. The City reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the City.

In the event that a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the City. In the event that a Contract is not attached to the RFQ, it is expressly understood that the City Commission's preference/selection of any submittal does not constitute an award of a Contract with the City. It is expressly understood that no contractual relationship exists with the City until a Contract has been executed by both the City and the selected Respondent. The City reserves the right to delete, add to, or modify one or more components of the selected Respondent's submittal in order to accommodate changed or evolving circumstances that the City may have encountered since the issuance of the RFQ.

At any point in time during the term of the Contract(s), City Staff may review records of performance to ensure that the Consultant(s) continue to maintain sufficient financial, operational and organizational capability to perform the required services as prescribed herein. The City may place any Contract on suspension or probationary status and implement termination procedures if the City determines that a Consultant no longer possesses the necessary capabilities necessary to perform the required services.

All awarded Consultants shall be required to submit, on an annual basis, or more frequently if desired by the City, documentation to demonstrate the Consultant's continued qualification to perform the Category of Services. Failure by any Consultant to submit the required documentation, as provided by the City, may result in termination of the Contract.

B. HOURLY RATES

For each awarded Contract, hourly rates shall be established, along with rates for reimbursables and expenses. These rates shall remain firm throughout the duration of the Contract, unless otherwise amended by the City.

Awarded Firms shall have the opportunity to request increases to the approved hourly rates on an annual basis, at the anniversary date of the awarded contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The City is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the City of St. Augustine Beach, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

C. AWARD OF PROJECTS

In the event the City and the Consultant proposing on a project cannot come to agreement over scope, schedule or cost, the City may discontinue discussions with the Consultant and move on to the next firm to request a proposal in order to meet the needs of the City. Additionally, if a Consultant, from whom the City has requested a proposal, is unable to submit a proposal, is not responsive to the City's request for a proposal, or elects to not propose on any one project, the City may also move on to the next firm to request a proposal for the project.

D. PURCHASE ORDERS

Services performed under the awarded Contract(s) shall be authorized by Purchase Order, which shall be executed by authorized representatives of the Consultant and the City of St. Augustine Beach. Purchase Orders shall be issued by the City's Finance Department.

Each Purchase Order shall be approved by the City. It shall include, at a minimum, the following information:

- Contract Name & Number
- Firm Name & Address
- Purchase Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Maximum Project Costs

Maximum Project Costs for Purchase Orders shall comply with the allowable thresholds for work under continuing contracts provided in Section 287.055, Florida Statutes.

b. Change Orders

Any and all changes to any project being performed under a Purchase Order, which affect the scope, cost, or time of the project require a Change Order to authorize any such changes. All changes requested by the Firm shall be stated in a written proposal to the City for approval. The City reserves the right to reject any changes requested by the Firm. No additional or alternate work shall be performed by the Consultant without a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Project Manager with specific details on the need and impacts to the executed Purchase Order.

E. PERFORMANCE EVALUATION

The City may conduct a minimum of one (1) performance evaluation for each Purchase Order, to determine whether or not the Consultant's performance of the required services satisfactorily met the needs of the City. For Purchase Orders with durations longer than six (6) calendar months, a performance evaluation shall be conducted at fifty percent (50%) completion, and at final completion of all services. For Purchase Orders with durations shorter than six (6) calendar months, a performance evaluation shall be conducted at the completion of all services.

Consultants who repeatedly fail to satisfactorily perform the required services and receive poor ratings on the performance evaluations may be subject to suspension or termination based upon the severity of the performance and impacts therefrom.

At any point in time during the term of the Contract(s), City Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that an awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

F. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein or as designated in an issued Purchase Order, City of St. Augustine Beach shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by City of St. Augustine Beach for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the City may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Consultant.

G. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to be familiar with and provide all services in accordance with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the Contract. For Task Orders for projects either partially or fully funded by State or Federal programs, Consultant shall provide all services in accordance with 2 CFR 200, and all other applicable federal, state and local laws, ordinances, rules, and regulations relevant to the services performed. The Contract shall be governed by the laws of the State of Florida and the City both as to interpretation and performance.

H. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the City or the Consultant for any lapse in require licenses, permits, or certifications required for any portion of the work.

I. INSURANCE REQUIREMENTS

The Consultant shall not commence work under the awarded Contract until he/she has obtained and shown proof of all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the

Consultant of its liability and obligations under the awarded Contract.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080

The Consultant shall maintain throughout the duration of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain throughout the duration of the awarded Contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain throughout the duration of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain throughout the duration of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the City Manager, or his designee, may adjust these insurance requirements.

J. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City of St. Augustine Beach, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-Consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

K. SUB-CONSULTANTS/SUB-CONTRACTORS

For any given Purchase Order, for which the Consultant is providing a proposal to the City, Consultant shall provide any and all sub-consultants and sub-contractors, as well as their qualifications and portion of services they're proposed to perform for review and approval/disapproval by the City. The Consultant shall be responsible for any and all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under the awarded Contract.

Prior to the issuance of any Purchase Order, the City will notify the Consultant, in writing, if the City, after due investigation, has a reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, submit an acceptable substitute for consideration by the City. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may conclude discussions with the Consultant for the project and request a proposal from the next firm.

The City reserves the right to disqualify any consultant, contractor, sub-consultant, sub-contractor, vendor, or material supplier due to previously documented project problems, either with performance or quality, conflict of interest, or determination of violation of governing law or regulation, or any other reason determined to be grounds for disqualification by the City.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

L. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section 448.095, F.S., Consultant and its sub-consultants/sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Consultant shall require each of its sub-consultants/sub-contractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
- b. The City, Consultant, or any subcontractor/sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the sub-contractor/sub-consultant.
- d. The City and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

- e. Consultant acknowledges that, in the event that the City terminates the awarded Contract for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of the City's termination of the awarded Contract for breach of these provisions regarding employment eligibility.

Consultant shall incorporate in all subcontracts made pursuant to the awarded Contract the provisions contained herein regarding employment eligibility.

M. FORCE MAJEURE

If awarded on the basis of the submitted Qualifications, the Consultant pledges to provide the required services as specified herein barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the Consultant.

PART VI: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL AND ONE (1) EXACT ELECTRONIC PDF COPY OF EACH QUALIFICATIONS PACKET ON A USB DRIVE IN A SEALED ENVELOPE OR CONTAINER TO:

CITY CLERK
CITY OF ST. AUGUSTINE BEACH, FL
2200 A1A S
ST. AUGUSTINE, FLORIDA 32080

FULL LEGAL NAME OF RESPONDENT:

MAILING ADDRESS: _____

POINT OF CONTACT NAME, TITLE & EMAIL ADDRESS: _____

DATE: _____

Respondent must circle the Category of Service below for which Respondent is seeking qualification with this packet:

Architectural Services

Surveying Services

GIS Services

Environmental Services

General Civil Engineering Services

Mechanical/Electrical/Plumbing Engineering

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "A" – QUALIFICATION CERTIFICATION

Respondent submits this Qualifications for provision of the professional services indicated on the Cover Page herein.

A copy of the license(s) under which our firm is engaged in performing the specified professional services in the state of Florida is attached. The Respondent is licensed in accordance with Sections 471.023, 472, 481.219, and/or 481.319, Florida Statutes, as applicable, and said license is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of submitting proposals for projects under the above referenced contract, if awarded, unless suspended or terminated by the City of St. Augustine Beach.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by City of St. Augustine Beach, to verify statements given provided in this submitted Qualifications.

The Undersigned further authorizes the City of St. Augustine Beach, FL designee to disclose, without any liability whatsoever, any and all information contained in the submitted Qualifications.

The Undersigned attests that it has not been disqualified by any public agency in the State of Florida. If Respondent has been disqualified by any agency in the State of Florida, Respondent must list below or attach to this Certification.

(Respondent's Full Legal Company Name)

This _____ day of _____, 20____

Attest:

By: _____
Signature – Respondent Representative Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "B" – AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {Respondent}, being
of lawful age and being duly sworn I, {Respondent Representative}
, as {Position or Title} (ex: CEO, officer, president, duly
authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20____.

Signature of Affiant

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "C" – AFFIDAVIT

CITY COMMISSION
CITY OF ST. AUGUSTINE BEACH, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____
CITY OF _____

Respondent Representative, _____ (Name) who, being duly sworn, deposes and says he is _____ (Title) of _____ (Full Legal Name), the Respondent submitting this qualifications for services described the RFQ Documents.

The affiant further states that Respondent, the individual, his firm, or corporation under the same or different name shall only have interest in the Qualifications submitted by the Respondent in response to the above referenced RFQ and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of open and fair competition in connection with this firm's submitted Qualifications in response to this RFQ. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
Signature – Authorized Representative

Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT “D” – CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: RFQ No 23-06; Continuing Contracts for As Needed Professional Services

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of City of St. Augustine Beach (“City”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant’s/Contractor’s professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative: _____
Signature

Print Name/Title

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT “E” – DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Respondent Firm

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 danger of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach’s request for qualifications a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "F" – E-VERIFY AFFIDAVIT

STATE OF _____
CITY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant") hereby swears or affirms as follows:

1. Consultant understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant and shall expressly require any subconsultants/subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor.
3. Consultant shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subconsultants/subcontractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which City of St. Augustine Beach may immediately terminate the Agreement without notice and without penalty. The Consultant further understands and agrees that in the event of such termination, Consultant shall be liable to the City of St. Augustine Beach for any costs incurred by the City of St. Augustine Beach resulting from Consultant's breach.

Dated this _____ day of _____, 20____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "G"

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

(To be signed by an Authorized Representative of Respondent and Notarized.)

The Affiant _____, (Full Legal Name) who, being by me first duly sworn, made the following statement:

1. The business address of _____ (Full Legal Name of Respondent) is _____
2. My relationship to _____ (Full Legal Name of Respondent) is _____ (Title).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Respondent Full Legal Name

By: _____
Signature of Authorized Representative

Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "H"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY
EXCLUSION – PRIMARY COVERED TRANSACTIONS**

Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with.

SUBCONSULTANT:

By: _____
Signature

Sub-Recipient's Name

Name and Title

Division Contract Number

Street Address

FPN Project Number

City, State, Zip

Date

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "I" – CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The Respondent certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Respondent: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES

ATTACHMENT "J" – CLAIMS, LIENS, LITIGATION HISTORY

Respondents shall complete the form below, and provide any and all information requested. If additional pages must be attached to provide the explanation or detail requested, additional pages may be attached. Failure to fully disclose the information requested may be grounds for Respondent to be deemed non-responsive and removed from further consideration under this RFQ.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____

If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why?

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

RFQ NO: 23-06; CONTINUING CONTRACT FOR AS NEEDED PROFESSIONAL SERVICES


OPTIONAL CHECKLIST

SECTION	SUBMITTAL COMPONENTS	CHECK BOX
Section 1	Cover Page & Cover Letter	
	Delegation of Authority Letter (If Applicable)	
Section 2	Qualifications	
	Respondent Licenses / Certifications	
	Company & Team Organizational Chart	
	Staff Qualifications	
	Attachment "J"	
Section 3	Related Experience	
Section 4	Current & Projected Workloads	
Section 5	DBE/MBE/WBE/VBE Certification	
Section 6	Administrative Information – Other Required Forms	
	Attachment "A" – Qualifications Certification	
	Attachment "B" – Affidavit of Solvency	
	Attachment "C" – City of St. Augustine Beach Affidavit	
	Attachment "D" – Conflict of Interest Disclosure Form	
	Attachment "E" – Drug-Free Workplace Form	
	Attachment "F" – E-Verify Affidavit	
	Attachment "G" – Sworn Statement on Public Entity Crimes	
	Attachment "H" – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
	Attachment "I" – Certification for Disclosure of Lobbying Activities	
	Attachment "J" -- Claims, Liens, Litigation History	
	Certificates of Insurance	
	Acknowledged Addenda	

SUBMITTAL PACKAGE LABEL

Respondents are encouraged to use the Submittal Package Label provided below to assist in properly identifying their submittal package for appropriate processing.

SEALED RFQ • DO NOT OPEN	
SEALED RFQ #:	RFQ 23-06
RFQ TITLE:	Continuing Contract for As Needed Professional Services
DUE DATE/TIME:	Thursday November 9, 2023 No Later Than 3:00 P.M.
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City Clerk City of St. Augustine Beach 2200 A1A S St. Augustine, FL 32080



END OF DOCUMENT

EXHIBIT A

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]