

**REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING SERVICES**

**EAST PALM DRIVE CANAL CULVERTING AND ROADWAY  
DESIGN, BID MANAGEMENT, AND CONSTRUCTION  
ENGINEERING SERVICES**

**FUNDING PARTIALLY PROVIDED BY THE  
STATE OF FLORIDA SMALL CITIES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
MIAMI-DADE COUNTY, THE STATE OF FLORIDA,  
AND THE CITY OF FLORIDA CITY**

# REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

## I. PURPOSE:

- A. The City of Florida City, Florida (hereinafter called "the City"), in compliance with the Florida Department of Economic Opportunity (hereinafter called "DEO") policies and applicable components of Chapter 73C-23, Florida Administrative Code, 2 Code of Federal Regulations 200.317-326 and Chapter 287.055, Florida Statutes ("Consultants' Competitive Negotiations Act"), is requesting from qualified engineering firms (hereinafter called "firm or firms") to provide engineering services related to the design and construction of a project to culvert and cover the Palm Drive Canal and to construct roadway improvements. Funds will be provided through the State Small Cities CDBG program, DEO, the City, the State of Florida, and Miami-Dade County (hereinafter called "the County")
- B. The City will be entering into a contract with DEO for at least \$750,000 to provide partial funding for this project. The City has also requested a legislative appropriation, has received financial commitments from developers, and will be contributing City revenue adequate to complete the project.
- C. The project consists of culverting and covering the East Palm Drive Canal from US 1 to SW 172 Avenue. After the canal is covered, additional traffic lanes will be created. The total budget for the project including administration, engineering and construction is approximately \$6,212,099.
- D. Engineering Services shall include, but not be limited to preliminary engineering, site investigation, testing, development planning, investigating needs and feasibility, design, conducting any environmental or other specialized studies (not the NEPA Environmental Assessment), developing the final scope and engineering estimate, plans and specifications, permitting and any other services needed to bring the project to bid, bid process management, construction award and notice to proceed, construction oversight, and closeout. Grant compliance with State of Florida Small Cities Community Development Block Grant Program will be required.

## II. SCOPE OF SERVICES:

- A. The firm selected shall be required to provide professional technical and engineering services whose level and scope will be determined by the City. Specific engineering services required shall include, but not be limited to:
  - 1. Close coordination with the Project Grant Manager who is under contract to the City to oversee the federal grant activities and compliance.
  - 2. Close coordination with the City Public Works Department in meeting the needs and standards of the City and Miami-Dade County.
  - 3. Planning, designing, and developing construction plans and specifications.
  - 4. Providing legal descriptions for any required easements or real property acquisition.
  - 5. Preparation and submittal of applications to obtain necessary permits,
  - 6. Preparing bid documents.
  - 7. Assist the City in soliciting construction bids.
  - 8. Evaluate construction bids make recommendations to the City on awarding the

- bid and conduct pre-construction meetings as required.
  9. Providing construction supervision and resident inspection.
  10. Reviewing and approving contractors' pay requests.
  11. Conducting final inspection of all construction.
  12. Recommending acceptance by the City of the finished construction products.
  13. Delivering "as-built" drawings to the City following project completion.
  14. Coordinating with the City's Project Grant Manager for periodic and final reports to the appropriate grantor agency.
  15. Coordinating with the City staff person designated as the City point of contact.
- B. The project may be bid out in two phases: US 1 to the Mall Entrance and from the Mall Entrance to SW 172 Avenue. The designs, specifications, and plans should take this possibility into account. If adequate funding is available, it is the City's preference to complete both phases simultaneously in one construction contract.
- C. The time period from awarding the contract for engineering services to delivery of the as-builts and project closeout must not exceed twenty-four (24) months.
- D. Developers and owners of businesses and properties adjacent to East Palm Drive may have engineers and contractors of their own with whom design and construction may have to be coordinated.

### **III. SCHEDULE OF WORK PERFORMANCE:**

- A. Firms are advised that the capacity to initiate and coordinate all engineering services in a timely and efficient manner is a significant factor. It is anticipated that it will be necessary for the selected firm to commence engineering services immediately after selection and be able to complete project design plans and specifications ready for permitting and advertising an Invitation to Bid within 180 days of engineering contract execution.
- B. Firms who cannot meet this project schedule will be automatically eliminated from further consideration.

### **IV. TYPE OF CONTRACT:**

- A. The City intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for the design, bid management, invoice review, and construction inspection services requested. Because the project will be partially funded by the State of Florida Small Cities CDBG program, the engineering fees may not exceed those allowed by the USDA Rural Utility Service schedule (Attachment K).
- B. All responding firm's qualifications will be evaluated and the most qualified firm will be selected, subject to the negotiation of fair and reasonable compensation.

### **V. RESPONSIBILITY:**

- A. The firm selected shall be required to assume responsibility for all services offered by the firm's proposal regardless of whether they are produced "in-house" or performed under a joint or sub-contractual arrangement.
- B. Such firm will be the sole point of contact with regard to this project.

## **VI. SUBMITTAL INSTRUCTIONS:**

- A. All proposals must be submitted in writing by 4:00 pm on March 28, 2016 to receive administrative consideration. Firms mailing their proposals should allow normal delivery time to ensure receipt of their proposals by the City. Proposals should be addressed to: Ms. Jennifer Evelyn, City Clerk, 404 West Palm Drive, Florida City, Florida 33034, or hand-delivered to the above address prior to the submission deadline.
- B. Firms and individuals shall submit one original (1) and four (4) copies of their proposal to the above-referenced contact person and address in sealed packages and marked clearly: "Sealed Proposal for East Palm Drive Canal Culverting and Roadway Engineering Services" and the firm's name and address. To facilitate effective evaluation by the City, Proposals shall be limited to a maximum of 40 pages. Minority Business Enterprise Certifications, the statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late Proposals will be returned unopened. Proposals will be opened as soon as possible after the submission deadline and evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the City, a short list of qualified firms may be asked to give a short presentation/interview as part of the selection process. The City supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.
- C. Questions concerning the "RFQ" should be directed by email to Mr. Rick Stauts at [richard.stauts@floridacityfl.gov](mailto:richard.stauts@floridacityfl.gov). Responding firms not selected will be promptly notified.

## **VII. PROPOSAL CONTENT AND FORMAT**

- A. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any firm submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The City reserves the right to waive irregularities in the proposal and reject any and all proposals and to request additional information from responding firms if deemed necessary.
- B. Letter of Transmittal: Responding firms shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
  - 1. State the location of the office from which the work is to be accomplished.
  - 2. Describe the firm's general qualifications and the range of activities performed by the firm.
  - 3. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
  - 4. State the firm's familiarity or ability to become familiar with the needs and conditions that exist within the project area(s).
  - 5. Certify that the firm can and will comply, where applicable, with all rules and regulations of the State of Florida, Miami-Dade County, the City of Florida City, and DEO. Provide any additional information that the proposer feels is essential to their proposal.
  - 6. Indicate if your firm is a Certified Minority Business Enterprise or a Women's

Business Enterprise.

7. State that the person signing the letter is authorized to bind the proposer.
- C. All proposals shall include each of the following attachments:
1. Attachment A: Indicate why the firm feels uniquely qualified to undertake the required professional engineering services.
  2. Attachment B: Describe the technical approach to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken.
  3. Attachment C: Describe the work management plan to be utilized by the firm. The description should include a proposed project schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks. **Provide an email address for the point of contact for this proposal.**
  4. Attachment D: Identify the firm's prior work experience with CDBG or like federally funded programs. List each project separately to include jurisdiction name and address, contact name, phone number, email address (if known), type of project, and construction contract amount.
  5. Attachment E: Identify the firm's prior work experience with construction of roadways and culverts in Florida. Include client names and addresses, contact names, phone numbers, email addresses (if known), extent of projects, and construction contract amounts.
  6. Attachment F: It is the intent of the City to evaluate the qualifications of all responding firms and select the firm whose proposal is deemed most advantageous to the City. The criteria under which each proposal will be evaluated is attached to this RFQ as Attachment G. In Attachment F, the responding firm shall certify that they will negotiate a fair and reasonable fee within the Rural Utility Service fee schedule as adopted by DEO for evaluating engineering fee reasonableness. Further, the proposer shall certify that to the best of their knowledge and belief all the information submitted for consideration and evaluation is true, correct, and accurate.
- D. For a proposal to be eligible, the format must be strictly adhered to. During this RFQ process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. The City of Florida City is an Equal Opportunity Employer. Minority Business Enterprises are encouraged to participate. In the event of a tie, Minority Business Enterprise status shall be considered in making a final determination of top ranked proposer(s). In compliance with the Florida Sunshine Amendment and Code of Ethics, the City strictly enforces open and fair competition in its RFQ's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A Public Entity Crimes Statement, a Certification Regarding Disbarment, and Vendor Conflict of Interest Disclosure Form are required and forms are provided as Attachments H, I, and J.
- E. The City reserves the right to request clarification of any information submitted by proposers. The City Commission reserves the right to reject any and all Proposals, and to waive any informalities or irregularities in the proposal process.
- F. The City does not allow for lobbying of selection committee members or the City Commission during the RFQ process. Ethical conduct and professional silence will be maintained concerning this RFQ during the RFQ process until the City Commission hears the recommendation as to the top ranked firm(s).

## **VIII. SELECTION**

Qualifications of firms shall be reviewed by a selection committee, ranked based upon the criteria contained in Attachment G, and negotiation for contracts will follow the order of ranking from highest to lowest score. Each committee member shall perform their own independent ranking based upon the criteria herein. The highest ranked firm shall be determined by tally of the scores that each firm received from the selection committee. The selection committee will recommend to the City Commission that negotiations be conducted in that order.

## **IX. CONTRACTING**

Negotiation of contracts for services shall follow the initial selection process. Should a satisfactory contract not be successfully negotiated with the number one ranked firm, then that firm shall be rejected and negotiations shall begin with the number 2 ranked firm and so on. Procurement and contracting of all services shall conform to the Florida Consultants Competitive Negotiation Act (CCNA), Chapter 287.055, Florida Statutes. Price will not be a part of the evaluation process as required by CCNA, but will be a part of the negotiation process with the number one ranked firm and so on, as the City has limited funds for this activity.

## **X. ACKNOWLEDGEMENTS OF ADDENDUMS**

All requests for information and/or clarification shall be made in writing and the firm submitting the request will be responsible for its prompt delivery to the City. Any interpretation of the proposal terms, conditions and/or specifications will be only by Addendum duly issued.

## **XI. ADDITIONAL INFORMATION**

During the proposal period, questions of interpretation and clarification must be written and submitted to Rick Stauts by email to [richard.stauts@floridacityfl.gov](mailto:richard.stauts@floridacityfl.gov). Firms are cautioned that any statements made by individuals, or employees of the City that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by email or a formal written addendum to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for submission deadline.

## **XII. ASSIGNMENT**

No interest under a contract resulting from this request for proposal may be assigned nor duties hereunder delegated without the prior written approval of the City.

## **XIII. BILLING**

Firms shall be required to invoice the City on a monthly basis. Each invoice shall identify the project, detail the project price, payments made to date, percentage of completion of the assignment, actions undertaken during this billing period related to the Scope of Services, payment due this invoice, and remaining unbilled balance of the project. Invoices shall itemize hours, hourly wages, or other units agreed upon as measurement of payment during negotiations. If hourly, invoices shall identify the name and title of personnel who performed the work and document effort spent by Scope of Services component.

## **XIV. INDEMNIFICATION**

To the fullest extent permitted by Florida law, the firm covenants and agrees that it shall indemnify, defend, and hold harmless the City and all of the City's officers, agents, and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there-from; and b) is caused in whole or in part by any negligent act or omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the City. In any and all claims against the City or any of its officers, agents, and employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

## **XV. INSURANCE REQUIREMENTS**

**A.** Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

### **1. Commercial Liability Insurance**

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- a. Premises and/or operations
- b. Independent Consultants
- c. Products and/or completed operations for contracts
- d. Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- e. Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

### **2. Business Automobile Liability**

Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- a. Owned Vehicles, if applicable.
- b. Hired and Non-Owned Vehicles, if applicable.
- c. Employers' Non-Ownership, if applicable.

### **3. Workers Compensation Insurance**

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) for each accident.

### **4. Professional Liability Insurance**

Professional Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.

### **5. General**

- a.** Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect the City, the County, and the State as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b.** Consultant shall furnish to City's Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.
- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- e.** City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a sub-consultant, Consultant shall ensure that sub-consultant names City as an additional insured.

## **XVI. CONTRACTUAL CONDITIONS**

For this RFQ, the proposal must remain valid for at least 120 (one-hundred and twenty) days. Moreover, the contents of the proposal of the successful firm may become contractual



obligations if a contract is entered into. The contents of the RFQ and the successful firm's proposal will become an integral part of the contract, but may be modified by the provisions of the contract. All materials submitted become the property of the City, and may be returned only at the City's option. The City has the right to use any or all ideas presented in any reply to the RFQ. Selection or rejection of the proposal does not affect this right.

#### **XVII. DEBARMENT**

By submitting a proposal, the firm certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida. The form on which to make this certification is Attachment I.

#### **XVIII. ELIGIBILITY**

The firm must demonstrate that they or the principals assigned to the project have successfully completed services similar to those specified in the Scope of Services to at least one governmental entity in the last three years and have successfully performed services similar to the requirements of this RFQ for at least five (5) years.

#### **XIX. EXPENSES INCURRED IN PREPARING PROPOSAL**

The City accepts no responsibility for any expense incurred by the firm in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the firm.

#### **XX. INFORMALITIES AND IRREGULARITIES**

The City has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a firm with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The City Commission reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of the City. The City also reserves the right to request best and final offers from qualified firms.

#### **XXI. NONCONFORMING TERMS AND CONDITIONS**

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. The City reserves the right to permit the firm to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **XXII. FISCAL NON-FUNDING CLAUSE**

In the event sufficient funds from the State, County or DEO are not available for a new fiscal period, the City shall notify the firm of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

### **XXIII. NON-EXCLUSIVE CLAUSE**

Award of a contract resulting from this RFQ shall impose no obligation on the City to utilize the firm for all work of this type that may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such to be in the City's best interest.

### **XXIV. RIGHT TO AUDIT**

The City reserves the right to audit the firm's records as such records relate to invoices and payments between the City and said firm. Records should be maintained for five (5) years from the date of final payment.

### **XXV. VENUE**

Any future agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation brought by either party against the other party or otherwise arising out of the agreement shall be in Miami-Dade County, Florida.

### **XXVI. PUBLIC ENTITY CRIMES**

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. The form on which the sworn statement is to be made is Attachment H.

### **XXVII. DISCLOSURE OF CONFLICTS OF INTEREST**

The City requires each potential vendor or contractor to disclose any actual or perceived conflicts of interest based on family or business relationships with elected officials, city employees, or their families. This disclosure must be made on Attachment J.

**ATTACHMENTS A – F  
ARE TO BE CREATED ACCORDING TO THE  
INSTRUCTIONS IN SECTION VII(C)**

# ATTACHMENT G

## EAST PALM DRIVE CANAL CULVERTING AND ROADWAY ENGINEERING SERVICES EVALUATION AND RANKING SHEET

FIRM'S NAME \_\_\_\_\_

EVALUATION DONE BY \_\_\_\_\_

DATE \_\_\_\_\_

### RANKING CRITERIA

### SCORE

1. Qualifications of proposed management team to design an approach and work management plan that meets the project requirements. \_\_\_\_\_  
25 points max

2. Readiness to devote the needed time and staff resources to the project based on current workload, to commence services, and complete services within time parameters. \_\_\_\_\_  
15 points max

3. Experience of the firm in other similar construction projects. \_\_\_\_\_  
30 points max

4. Successful experience in federal and state grant or loan funded projects for local governments \_\_\_\_\_  
15 points max

5. Familiarity or ability to quickly become familiar with the needs and conditions that exist within the project area. \_\_\_\_\_  
15 points max

**Maximum Total Points** \_\_\_\_\_  
**100 points max**

# ATTACHMENT H

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

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS:*

1. This sworn statement is submitted to the City of Florida City, Florida

by \_\_\_\_\_  
(Print individuals name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:\_\_\_\_\_.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation..
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.1 33(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, a s a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendre.
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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person.
  - C. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.1 33(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provisions of goods and services et 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 the 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 one or more of the officers,, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to Place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING IN TO 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 \_\_\_\_\_, 2\_\_\_\_\_

Personally known \_\_\_\_\_

or Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires on \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_ (Printed, typed, or stamped commissioned name of notary public)

# ATTACHMENT I

## Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; 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;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1 )(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

# ATTACHMENT J

## CITY OF FLORIDA CITY CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CITY DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

Invitation to Bid  Request for Proposal / Qualifications  Proposal  Grant or Loan Request  Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

Yes  No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-----------------	------------------------	-----------------


2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

Yes  No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN
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3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
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4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# ATTACHMENT K

## RURAL UTILITY SERVICE ENGINEERING FEE SCHEDULE

**Maximum Engineering Fee Percentages from  
Florida RUS Bulletin 1780-9 Revised 10/2009  
(Applicable to Basic Engineering)**

**Maximum Engineering Fee Percentages from  
Florida RUS Bulletin 1780-9 Revised 06/2007  
(Applicable to Inspection)**

Estimated Construction Cost	Basic Fee Table I Maximum	Basic Fee Table II Maximum		Inspection Fee Table IA Maximum	Inspection Fee Table IIA Maximum
100,000	12.3	10.1		6.9	6.5
200,000	11.2	9.4		6.3	5.9
300,000	10.4	8.9		5.8	5.3
400,000	10.0	8.5		5.5	4.9
500,000	9.6	8.2		5.3	4.7
600,000	9.2	7.9		5.1	4.6
800,000	8.6	7.5		4.6	4.1
1,000,000	8.2	7.2		4.1	3.8
2,000,000	7.8	6.8		3.5	2.9
3,000,000	7.4	6.4		3.1	2.4
4,000,000	7.1	6.1		3.0	2.2
5,000,000	6.8	5.9		2.8	2.0
7,500,000	6.6	5.7		2.7	1.95
10,000,000	5.9	4.6		2.5	1.8
15,000,000	6.1	5.2		2.3	1.6
20,000,000	5.9	5.1		2.2	1.45

Chapter 73C-23, Florida Administrative Code establishes the above schedule as the maximum amount of CDBG funds that may be used to pay for basic engineering and inspection. To comply with 24 CFR 85.36, the local government must negotiate a fee, including profit as a separate amount, and conduct a cost analysis of the fee. Non-CDBG funds may be used to pay for basic engineering and inspection costs exceeding the schedule.

Tables I and I-A shall be used for water treatment plants, sewers, sewage treatment plants, and rehabilitation of existing treatment facilities. For all other projects, use Tables II and II-A. For project costs falling between the amounts shown in the tables, percentages shall be interpolated to the nearest one-tenth percent. Projects with both Table I and Table II activities shall be prorated using the percentage of estimated cost for each table to the total estimated construction cost. Do not calculate based on the Table I cost and the Table II cost. (Example: if 35% of estimated construction cost is Table I, use 35% of Table I amount as calculated using the estimated construction cost; then use 65% of the Table II amount as calculated using the estimated construction cost.)

The engineering fees may include any services defined as additional engineering in Chapter 73C-23, FAC. All additional engineering fees must be justified as outlined in CDBG Technical Memo 93-13. The engineering fee may also include preliminary engineering costs not to exceed one-half of one percent of total estimated construction costs.