

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS

PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES



City of Crestview, Florida
March 2021

Elizabeth M. Roy
City Clerk
Phone (850) 682-1560
Facsimile (850) 682-8077
PO Box 1209/198 N. Wilson Street
Crestview, Florida 32536

NOTICE TO PROPOSERS

The City of Crestview, Florida (City), is excepting sealed competitive submittals for Proposal for Continuing Contract Professional Engineering Services. It is the intent of the City to select not less than three and not more than five firms to have on a continual contract basis. Of the selected firms, it is the desire of the City to select not less than one firm that qualifies as a local small business according to the following qualifications; employees not more than 10 employees with a physical commercial business location in Okaloosa County. The City is seeking to select firms that can provide the following professional services.

- Structural Engineering Services
- Traffic Engineering Services
- Water & Sewer Engineering Services
- Stormwater Engineering Services
- Surveying Services
- Geotechnical Services
- Environmental Engineering Services
- Architectural and Building Design Services
- Planning Services Including Urban Planning & Design

Selected firms will be required to supply the City with copies of a current City of Crestview Business Tax Receipt, Liability Insurance and Workmen's Compensation coverage.

The work to be performed may include, but is not limited to, detailed studies, all aspects of transportation engineering and design, all aspects of water sewer and stormwater engineering and design, field survey, geotechnical investigations and all aspects of environmental engineering. Selected firms may also be tasked with the preparation of contract documents permit documents for various state and federal agencies and bid/specification documents. During the term of this agreement, the City expect to award task orders for the following projects;

- Design and construction of a new Public Services facility.
- Design and construction of road, sidewalk and street improvements enacting the recommendations of the 2021 Downtown Mobility Study.
- Design and construction of an expansion to the City of Crestview Sewer Plant.
- Design and construction of at least one new water well.
- Design and construction of at least one elevated storage tank.
- Design and construction of an infiltration wetland.
- Design and construction of reclaim/ reuse system improvements and expansion.

Proposals must be received by the City Clerk's Office at the City of Crestview, 198 N. Wilson St./PO Box 1209, Crestview, Florida 32536, in a sealed envelope clearly marked "RFP No. 21-0318-PS, **PROPOSAL FOR CONTINUAL PROFESSIONAL ENGINEERING SERVICES FOR A CONTINUING SERVICES CONTRACT**", along with the name, return address and telephone number of the firm submitting the proposal, no later than 2:00 p.m. Central Time, on Thursday, March 18, 2021 at which time they will be opened and identified aloud.

City of Crestview, Florida

RFP No. 21-0318-PS, Proposal for Professional Consulting Engineering Services for a Continuing Services Contract

CITY OF CRESTVIEW, FLORIDA**REQUEST FOR PROPOSALS (RFP) NO. 21-0318-PS****PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES**

I. PURPOSE: The purpose of RFP No. 21-0318-PS is to secure sealed proposals for “PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES.

II. SCOPE OF WORK:

The work to be performed may include, but is not limited to, detailed studies, all aspects of transportation engineering and design, all aspects of water sewer and stormwater engineering and design, field survey, geotechnical investigations and all aspects of environmental engineering. Selected firms may also be tasked with the preparation of contract documents permit documents for various state and federal agencies and bid/specification documents. During the term of this agreement, the City expect to award task orders for the following projects;

- Design and construction of a new Public Services facility.
- Design and construction of road, sidewalk and street improvements enacting the recommendations of the 2021 Downtown Mobility Study.
- Design and construction of an expansion to the City of Crestview Sewer Plant.
- Design and construction of at least one new water well.
- Design and construction of at least one elevated storage tank.
- Design and construction of an infiltration wetland.
- Design and construction of reclaim/ reuse system improvements and expansion.

The City of Crestview under the provisions of Section 287.055, Florida Statutes and procedures of the City of Crestview Purchasing Manual, is currently soliciting sealed Proposals for qualifications (RFP) from professional consulting firms to provide professional consulting services for public infrastructure projects.

The intent of this RFP is to acquire a broad range of professional services for The City of Crestview based on the definition of “Continuing Contract” in FS 287.055:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency (City) and a firm (Consultant) whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$4,000,000, for study activity when the fee for such professional service does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by

the agency, with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to:

- Grant Writing Assistance
- Landscape Architect
- Engineering Services
 - Civil
 - Computer Consulting (cabling, RCDD, etc.)
 - Electrical
 - Environmental
 - Geotechnical
 - Hazardous Waste
 - Hydrogeological
 - Structural
 - Surveying
- Transportation/Traffic
- Mapping/GIS Services
- Planning Services
- Permitting Document Preparation Services
- Architectural and Building Design Services
- Construction Management Services

Examples including but not limited to:

Studies; surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by City); construction inspections; construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council and the general public; right-of-way identification, appraisal and assistance in acquisition; assistance in identifying and acquiring grants and loans from state and/or federal agencies or other applicable sources of funding or as directed by the City Engineer.

Potential projects may include: roadway; access ways; airports; signalization; traffic studies; storm water management; erosion control; coastal management; environmental investigations; solid waste management; water and wastewater; parks and recreation; facilities management; and any other type of project which may be under the purview of the City of Crestview. Services of the consultant shall be under the general direction of the Public Services Director initiating the work, or designee, who shall act as the City's representative during the performance of the scope of services.

III. TERMS AND CONDITIONS

The resulting "continuing contract" shall provide for issuance of individual Task Orders based

on specific scopes of work. Task Orders will be individually negotiated based on a “Fee Schedule” and any additional negotiated services required within the scope of work.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act (CCNA) Chapter 287.057, Florida Statutes and City policy. Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the miscellaneous project. The City’s standard form of consulting agreement will be utilized.

This contract will be continuing. A cancellation clause will allow either the City or the Consultant to cancel with proper notice.

The selected consultant shall be required to assume responsibility for all services offered in his proposal. The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated but will be based upon documented work completed satisfactorily.

IV. SUBMITTAL FORMAT

The Submitted proposals **SHALL** be submitted in the format described below:

1. **Letter of interest:**

- a. An individual authorized to legally bind the firm shall sign the transmittal letter. The letter shall include the firm’s mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the City about the confidential nature of the information.
- b. Specific Professional services to be offered - delineate each service your firm offers.

2. **Table of Contents.**

3. **Joint Ventures, Background Information & Business Credentials** – Provide a synopsis of the consultant’s qualifications, to include specific capabilities of the firm:

- a. Name, address, telephone number, fax number and e-mail address of the firm including all d/b/a's or assumed names or other operating names of the firm.
 - b. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the firm's performance under the terms of this RFP.
 - c. Local office address and phone number (if any).
 - d. Employment personnel profile.
 - e. Joint venture information/previous experience. Firms submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint venture agreement.
 - f. **Registration** – State the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copies of same.
4. The firm shall prepare an **executive summary** and overview of the services it is offering, including all of the following information:
- a. Statements that demonstrate that the firm understands and agrees with the terms and conditions of the RFP and the proposed contract.
 - b. Statement through which the firm certifies that the contents of the proposal are true and accurate.
 - c. An overview of the firm's plans for providing the necessary services to the City.
 - d. An explanation as to why the firm should be awarded this engagement.
5. **Areas of Expertise** – Provide list of your company's area of expertise. Include listing of projects verifying same. Firms **will not** have to have expertise in all areas to be considered. The firm must provide the following information regarding its experience:
- a. Number of years in business.
 - b. Number of years experience with providing the types of services sought by the RFP to include the number of professionals specializing in project planning, grant experience, design and implementation.
 - c. Describe the level of technical experience in providing the types of services sought by the RFP.

- d. Describe any significant changes in your firm's organization, focus or leadership for the past 10 years ~~since~~ ~~January 2005~~, and whether any changes are anticipated in the near future.
 - e. Describe any investigative, disciplinary or enforcement actions pending against your firm, and information on any such investigations which concluded with enforcement or disciplinary action against your firm since January 2005.
6. **Specific Accomplishments** – Provide a listing of completed projects with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal/Qualifications. The list should include only projects that had significant input from individuals who will be assigned to work on City projects.
7. **Firm(s) projects** (List as many projects as necessary to adequately describe firm's experience) Include the name and telephone number of the Owner's Representative or Contact. Be especially careful to provide current names, current contact information ~~telephone numbers and fax numbers~~ of owner's representatives to be contacted by the City.
8. **Project Management Organization** – Provide information for all key personnel who will be involved in providing the services contemplated by this RFP. Include only those who will likely be assigned to this account and indicate the day-to-day contact person or persons. The following information must be included:
 - a. Full name.
 - b. Education, licenses, registrations.
 - c. Years of experience and employment history particularly as it relates to the scope of services specified herein.
 - d. Expected role in the City's transactions.
9. **References** – List five (5) references representative of related past experience to include, as a minimum, a contact person, company name, phone number, and a brief description of the project.
10. **Additional Information & Comments** – The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal but not be otherwise requested in the Request for Proposal/Qualifications.
11. **Conflict of Interest Disclosure Form** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the City of Crestview, or any of its agencies. (Attachment #3)

Furthermore, all respondents must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the City Clerk of the City of Crestview, if he is an officer or employee of the City, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

12. **Public Entity Crime Form** Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

13. **Drug Free Workplace Certification** – Preference shall be given to businesses with drug-free workplace programs included as Attachment No. 2. Whenever two or more proposals that are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

14. **Liability & Indemnification Form** – To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement included as Attachment No. 4.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

15. **Insurance Requirements** - During the performance of services under this agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage), Professional Liability and Workers' Compensation insurance. Such coverage shall adequately protect the interest of the CITY with regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this

agreement. In no circumstance shall the limit of liability be written with limits less than \$5,000,000. CONSULTANT shall furnish the CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability and Business Automobile policies shall name City of Crestview, Florida as an Additional Insured. Further, the Workers' Compensation policy shall contain a waiver of subrogation in favor of the CITY. City of Crestview, Florida shall be listed as the Certificate Holder on all certificates.

CITY reserves the right to modify its insurance requirements with 60 days notice to CONSULTANT.

16. **Acceptance of Terms and Conditions** - The firm shall specifically agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the firm objects to any term or condition, the firm must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the firm.
17. **Certification of Independence and No Conflict of Interest** - The firm shall sign and submit with the proposal the document included as Attachment No. 5 in which the firm shall certify that it developed the proposal independently. The firm shall also certify that no relationship exists or will exist during the contract period between the firm and the City that interferes with fair competition or is a conflict of interest. The City reserves the right to reject a proposal or cancel the award if, in their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the City.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS CERTIFICATION FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

18. **Authorization to Release Information** - The firm shall sign and submit with the proposal the document included authorizing the release of information to the City.
19. **Firm Proposal Terms** - The firm shall guarantee in writing the availability of the services offered and that all proposal terms, will remain firm a minimum of 90 days following the deadline for submitting proposals.
20. **Proposal Form.** The Proposal Form contained within this RFP shall precede the **mandatory** information required in this section. Any additional information submitted in support of the Bid shall follow the required information.

Public Access: The selected firm will be required to have on file with the City a Public Access form for the maintaining of public records.

NOTE: FOR PROPOSER'S CONVENIENCE, THIS FORM IS ENCLOSED AND IS MADE A PART OF THE PROPOSAL PACKAGE.

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the City Clerk no later than 2:00 p.m. Central Time, on March 18, 2021 at which time shall be opened

publicly and identified aloud in the City of Crestview, City Hall Council Chambers, PO Box 1209/198 N. Wilson St., Crestview, Florida. Proposals may be mailed or delivered to the Office of the City Clerk at the address above. An original and one (1) digital copy of the Proposals shall be submitted in a sealed envelope clearly marked “RFP No. 21-0318-PS, **PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES along with the name, return address and telephone number of the proposer**, and note the time and date of the opening. All copies, including the digital, must be in the sealed envelope. Emailed copies will not be accepted. Each proposer shall be responsible for their Proposal being delivered on time. Proposals offered or received after the time set for the Proposal Opening shall be rejected and returned unopened to the proposer. The City of Crestview Selection Committee will then review all Proposals and forward their recommendation to the City Council for award.

MAILING AND HAND-DELIVERY ADDRESS:

City of Crestview
 ATTN: City Clerk
 PO Box 1209/198 N. Wilson Street
 Crestview, Florida 32536

21. Notification. Questions or requests for Proposal documents, regarding RFP No. 21-0318-PS may be directed to the individuals below:

Elizabeth M. Roy
 City Clerk, City of Crestview
 PO Box 1209/198 N. Wilson St.
 Crestview, Florida 32536
 Voice: (850) 682-1560
 Fax: (850) 682-8077
 Email: elizabethroy@cityofcrestview.org

22. Responsive Proposals. Only those Proposals fulfilling all requirements outlined in this RFP will be considered.

V. EVALUATION CRITERIA

The City intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. The City will use a Bid Selection Committee to review and evaluate the proposals for compliance with the RFP.

The Bid Committee will evaluate and rank all proposals meeting the minimum submission requirements based on professional qualifications and experience. The following considerations will be used as a guide to rank Firm’s as having best applicable professional qualifications and experience: The Bid Committee will provide the rankings to the City Council accompanied with recommendations.

The evaluation will be based on the criteria bellow. Each submittal will be eligible for a total of 100 points weighted ~~waited~~ in accordance with the percentages provided. Each committee member will

score each section 0 to 5 with 5 being the highest score. The provided score account for the assigned percentage of the total score. The scoring sheet to be used by the committee is provided herein.

15%

Responsiveness

- Responsiveness of the proposal
- Understanding of the work to be performed for the City.
- Current workload statement

25%

Qualifications

- Qualifications of the firm and individual team members to perform current and anticipated City public infrastructure projects
- Financial responsibility
- Qualifications of personnel to be assigned to the program
 - Technical education of members
 - Training
 - Certifications

30%

Experience

- Background experience and technical expertise of the firm and individual team members.
- Past record of professional accomplishments.
- Previous experience with the City of Crestview.
- Extent of experience and past performance working with DEP, EPA, DOT, FAA, NWFLWMD, SRF, EDA and other Grant Loan Programs.
- Experience with programs similar in size and scope to those herein proposed.
- Project related experience outlined in the RFP.
- Demonstrated expertise and experience in utilizing various design software.

20%

Recommendations

- Ability to observe and advise whether plans and specifications are being complied with.
- Reputation
- Competence
- Firm's capability to meet schedules.
- Ability to meet time and budget requirements.

5%

Local – Primary Offices in:

- Santa Rosa/Walton/or Escambia Counties (1pt)
- Okaloosa County (3pts)
- City of Crestview (5pts)

5%

Women/Minority Owned Business

- Yes (5pts)
- No (0pt)

VI. SELECTION OF PROPOSALS

This section describes the evaluation & ranking process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation & ranking process is designed to award the contract to the firm or firms with the best combination of attributes to perform the required services.

- A. The Bid Committee will evaluate all proposals received as follows:
 - a. Prepare an alphabetical listing of those proposers determined to be interested, responsive and available.
 - b. Evaluate the proposals meeting minimum submission criteria based upon the six criteria provided above. Each committee member will review the provided material and score each submittal independently. Committee members may not speak to each other or any firm which has submitted a proposal except at the committee meeting or during firm presentations.
- B. At the designated time, the committee members will independently submit their evaluation form to the City Clerk.
- C. The City Clerk will combine the scores for review by the committee at the scheduled meeting.
- D. During the committee meeting the members will discuss the scores and determine final rankings. At this time, the committee will determine if presentations are necessary and which firms will be invited. It is advised that the committee discuss any questions they would like respondents to be prepared to answer.
- E. Proposers selected for the short list may be required to make a brief (30-45 minute) oral presentation to the City Council in open session(s) followed by questions from the committee. Proposers selected to make presentations will be notified in writing in advance of the presentation date. At the conclusion of the presentations the committee will rank each firm's presentation. Which will be added to the original score accounting for 50% of the total score.
- F. The City of Crestview intends to select not less than three and not more than five firms to have on a continual contract basis. Of the selected firms, it is the desire of the City to select not less than one firm that qualifies as a local small business according to the following qualifications; employees not more than 10 employees with a physical commercial business location in Okaloosa County.
- G. Upon approval of the agreement by the City Council, the parties shall execute a formal written agreement prior to commencement of the work associated with the contract.

VII. RIGHT TO WAIVE AND REJECT

- A. The City of Crestview, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Bid Committee, to complete or perform a City contracted project in a timely fashion or has failed in any other way to perform a prior contract in a satisfactory manner, and has directed the City Clerk to emphasize this condition to potential proposers.
- B. The City reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of City of Crestview, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. City of Crestview shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The City Council reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.
- D. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.
- E. The City Council specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal. Each item must be proposed separately, and no attempt is to be made to tie any item or items to any other item or items.

VIII. DISQUALIFICATION OF PROPOSERS

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- F. Default under previous contract.
- G. The Bid Committee, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an City of Crestview contracted project in a timely fashion or has failed in any other way, to perform a prior contract in a satisfactory manner, and has directed the City of Clerk to emphasize this condition to potential proposers.
- H. The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.
- I. **Public Entity Crime Information** - 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
- J. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ATTACHMENT #1
CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES

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 with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____
whose business address is _____
and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement:

3. My name is _____ and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 or services to be provided to any City of Crestview, Florida

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public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor 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. (please attach a copy of the final order)

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, _____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

ATTACHMENT #3

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more that 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

ATTACHMENT #4

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA

**REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PROPOSAL FOR CONTINUING CONTRACT PROFESSIONAL ENGINEERING SERVICES**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. 21-0318-PS - PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR A CONTINUING SERVICES CONTRACT FOR THE CITY OF CRESTVIEW, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name and Title

ATTACHMENT #5

CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) NO. 21-0318-PS
PUBLIC ACCESS FORM

_____, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **If Proposer has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Signature

