

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSAL (RFP) NO. 17-1214-PS

**“PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT”**



City of Crestview, Florida
November 2017

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 currently receiving sealed competitive submittals for “Proposal for Professional Consulting Engineering Services for a Continuing Services Contract”. The firm with the successful Proposal shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. The Scope of Work is to obtain Professional Consulting Engineering and Grant Writing Services and shall include, but is not limited to, helping the City obtain grant assistance for right-of-way acquisition and construction, perform site visits and public education meetings/assistance, field survey and geotechnical investigations, and create final alignment and road construction drawings in accordance with City Multimodal Transportation District codes - including preparation of Contract Documents (plans and specifications) for competitive bidding purposes. Proposals must be received by the City Clerk's Office at the City of Crestview, 198 N. Wilson St. /P.O. Box 1209, Crestview, Florida 32536, in a sealed envelope clearly marked “RFP No. 17-1214-PS, **“PROPOSAL FOR PROFESSIONAL CONSULTING 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 PM, Central Standard Time, on Thursday, December 14, 2017, at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Elizabeth M. Roy
City Clerk

CITY OF CRESTVIEW, FLORIDA

REQUEST FOR PROPOSALS (RFP) NO. 17-1214-PS

**PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT**

I. PURPOSE: The purpose of RFP No. 17-1214-PS is to secure sealed proposals for “PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR A CONTINUING SERVICES CONTRACT”

II. SCOPE OF WORK: The Scope of Work is to obtain Professional Consulting Engineering and Grant Writing Services and shall include, but is not limited to, helping the City obtain grant assistance for right-of-way acquisition and construction, perform site visits and public education meetings/assistance, field survey and geotechnical investigations, create final alignment and road construction drawings in accordance with City Multimodal Transportation District codes - including preparation of Contract Documents (plans and specifications) for competitive bidding purposes.

The City of Crestview City Council (EOE) under the provisions of Section 287.055, Florida Statutes and procedures of the City of Crestview, 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.

(b) 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 \$1,000,000, for study activity when the fee for such professional service does not exceed \$50,000, 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 Architecture
- Engineering Services
 - Civil
 - Computer Consulting (cabling, RCDD, etc.)
 - Electrical
 - Environmental
 - Geotechnical

- Hazardous Waste
 - Structural
 - Surveying
-
- Transportation/Traffic
 - Mapping/GIS Services
 - Planning Services
 - Construction Management Services

Services 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.

The project will include: roadways; signalization; traffic studies; stormwater management; erosion control; environmental investigations; solid waste management; water and wastewater systems; parks and recreation facilities; 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.

The term of this contract shall be for three (3) years beginning on the date of its complete execution, with option to renew for one (1) additional term of three (3) years, at the sole discretion of the City, unless earlier terminated by the Crestview City Council. 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 contact person identified by 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 – Verify the State of Florida licensing/registration qualifications of the consultant's personnel and business office. Provide copy 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 in the past 5 years, 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 in the past 5 years.

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 telephone numbers and fax numbers of owners representatives that 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 Crimes Form** Each Bid shall contain a completed Public Entity Crimes 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 to do 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. (Deleted)

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. (Deleted)

Sealed Submittal Packages. All Proposals to be considered must be in the possession of the City Clerk no later than 2:00 PM Central Time on December 14, 2017 at which time shall be opened publicly and identified aloud in the City of Crestview, City Hall Council Chambers, 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 five (5) copies of the Proposals shall be submitted in a sealed envelope clearly marked "RFP No. 17-1214-PS, "PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR A CONTINUING SERVICE CONTRACT" **along with the name, return address and telephone number of the proposer**, and note the time and date of the opening. 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.14-0612-PS may be directed to the individuals below:

Fred B. Cook, P.E.
City Engineer, City of Crestview
715 N. Ferdon Blvd.
Crestview, Florida 32536
Voice: (850) 682-7178
Fax: (850) 682-7359

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

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 Selection Committee to review and evaluate the proposals for compliance with the RFP.

The Committee will evaluate and rank all proposals meeting the minimum submission requirements on the basis of 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 Committee will provide the rankings to the City Council. City Council may schedule a time to interview the consultants.

- A. Responsiveness of the proposal.
- B. Understanding of the work to be performed for the City.
- C. Qualifications of the firm and individual team members to perform current and anticipated City public infrastructure projects.
- D. Background experience and technical expertise of the firm and individual team members.
- E. Recognition, understanding, capability and resources to perform the current and anticipated City public infrastructure needs.
- F. Consultants Competitive Negotiations Act - any additional requirements as defined in State of Florida Statute 287.055.
- G. Firm's past experience, reputation and competence, including technical education and training, experience in projects outlined in the RFP.
- H. Where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
- I. Current workload.
- J. Financial responsibility.
- K. Ability to observe and advise whether plans and specifications are being complied with.
- L. Past record of professional accomplishments.
- M. Previous experience with City of Crestview.
- N. Qualifications of personnel to be assigned to the program.
- O. Extent of experience and past performance working with DEP, EPA, DOT, NWFLWMD, SRF and EDA and other Grant Loan Programs.
- P. Experience with programs similar in size and scope to those herein proposed.
- Q. Firm's capability to meet schedules.
- R. Willingness to meet time and budget requirements.
- S. Demonstrated expertise and experience in utilizing various design software.
- T. Geographic location of the firm, including permanent office of designing engineer and project management team.

VI. SELECTION OF PROPOSALS

- A. The statements of qualifications/proposals will be reviewed by a Selection Committee. The Committee will evaluate and select from those firms deemed to be most responsive and may request presentations by those firms, if necessary.
- B. 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.
- C. The Committee will evaluate all proposals received as follows:
- D. Prepare an alphabetical listing of those proposers determined to be interested, responsive and available.
- E. Evaluate the proposals meeting minimum submission criteria based upon qualifications and may conduct discussions with those firms deemed to be the most highly qualified to provide the services required.
- F. Review of all proposals received will proceed as follows:
 - a. The Committee will review all written documents submitted;
 - b. Assess compliance with proposal requirements;
 - c. Detailed evaluation of proposed services, programs, and solutions;
 - d. Evaluation of technical elements;
 - e. The Committee's ranking of prospective firms shall be based on the each firm's meeting the evaluation criteria;
- G. The final recommendation(s) and rankings of the Selection Committee shall be presented to the City Clerk for consideration. This recommendation may include, but is not limited to, the name of one or more firms recommended for selection or a recommendation that no firm be selected.
- H. Proposers may be ranked for inclusion on a short list. If so, proposers selected for the short list may be required to make a brief (15 to 20 minute) oral presentation to the City Council in open session(s). Proposers selected to make presentations will be notified in writing in advance of the presentation date. The proposer should be prepared to discuss, at a minimum, during the presentation/interview the items presented in Proposal Requirements, as well as any related issues that may be posed by the City Council. The City will utilize a numerical rating system in evaluating the presentation/interview. At the end of the presentation/interview process, the City Council shall rank, in order of preference, the presenting firms.
- I. The City of Crestview reserves the right to negotiate contracts with one or more engineering firms for these services.
- J. 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 Selection 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 Crimes 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. 14-0612-PS
"PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT"

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 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 in 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. 14-0612-PS
“PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
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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. 14-0612-PS
“PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT”**

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. 14-0612-PS
“PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT”**

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. 14-0612-PS
“PROPOSAL FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES
FOR A CONTINUING SERVICES CONTRACT”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the Request for Proposals for RFP No. 14-0612-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