

Town of Longboat Key
501 Bay Isles Road
1656
Longboat Key, FL 34228

Telephone (941) 316-1999
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Longboat Pass Water Main Subaqueous Replacement Design Engineering Consultant Request For Proposals RFP No. 10-011

DESCRIPTION: The Town of Longboat Key (TOWN) is soliciting Requests for Proposals (RFP or solicitation) from Respondents interested in providing general engineering services for the Longboat Pass Water Main Subaqueous Replacement Design

PROPOSAL SUBMITTAL DEADLINE: Wednesday, March 30, 2011, at 2:00 p.m., Town Hall, 501 Bay Isles Road, Longboat Key, FL 34228

IMPORTANT NOTE – MANDATORY EVENTS

Respondents should check Section A, Paragraph 1.1 of this document to verify if attendance at a mandatory event (e.g., pre-qualification conference, site visit, etc.) is required for this procurement Proposal. Failure to attend a mandatory event shall result in the rejection of your proposal.

For additional information, contact: Rita Mazza, Finance Department, Telephone: (941) 316-1999, FAX: (941) 316-1656, Email: rmazza@longboatkey.org

**Longboat Pass Water Main Subaqueous Replacement Design
Engineering Consultant Request For Proposals
RFP No. 10-011**

DATED: March 1, 2011

TOWN OF LONGBOAT KEY

RESPONSIBLE DEPARTMENT

Juan Florensa
Public Works Director
600 General Harris St.
Longboat Key, FL 34228

FINANCE DEPARTMENT

Rita Mazza, Financial Specialist

TELEPHONE: (941) 316-1999

FAX NUMBER: (941) 316-1656

TOWN OF LONGBOAT KEY

Longboat Pass Water Main Subaqueous Replacement Design Engineering Consultant Request For Proposals RFP No. 10-011

Note: This document is constructed in three (3) sections. Section A contains the general information and conditions the Respondent needs to prepare a response. Section B contains the project specific information and specific response requirements. Section C contains the various forms that are required to be submitted as part of the response. The Respondent should remove Section C and attach it, completed, to their response.

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**TOWN OF LONGBOAT KEY
FINANCE DEPARTMENT
501 Bay Isles Road
Longboat Key, FL**

SECTION A

GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: RFP No. 10-011

**TITLE: Longboat Pass Water Main Subaqueous Replacement Design Engineering
Consultant Request For Proposal**

SUBMITTAL DEADLINE: WEDNESDAY, MARCH 30, 2011, @ 2:00 P.M.

TOWN OF LONGBOAT KEY

501 Bay Isles Road

Longboat Key, FL 34228

1. INSTRUCTIONS TO RESPONDENT:

1.1 GENERAL:

The Town of Longboat Key (TOWN) is soliciting Requests for Qualifications (RFP or solicitation) from qualified Respondents interested in providing general engineering services to the TOWN on the **Longboat Pass Water Main Subaqueous Replacement Design**

PROPOSAL PROCESS:

The Proposal process that will be utilized for this service will be a Request for Proposal (RFP).

a. Each Respondent must submit a Cover Letter, Organizational Chart, Specific Proposal Information, and Questionnaire that provides evidence of capability to provide the services required by this solicitation.

b. Each Respondent must submit all forms required in Section C.

It is the TOWN's intention to solicit responses from potentially qualified Respondents; to evaluate their responses; to require oral presentations (where necessary or if desired); and to award a contract for services upon successful negotiation of a satisfactory contract. At the option of the TOWN, negotiations may include insurance requirements, and any other negotiable terms and conditions.

The TOWN will evaluate all responses received by the submittal date as set forth in this solicitation, or as amended by addendum, on the basis of the criteria stated herein.

The TOWN reserves the right to request additional information and clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee reserves the right to waive any informalities or irregularities in any response and to reject any and/or all responses, in its sole discretion.

Respondents must demonstrate to the TOWN's Evaluation Committee that they are fully capable, staffed, and qualified to provide the services required by this solicitation. Fully qualified Respondents will have the qualifications (knowledge, education, training, expertise and skills), experience (documentation, successful, and relevant) and local presence necessary to meet the requirements of this solicitation. Determination of the Respondents best qualified and experienced to perform this contract will be determined by the TOWN's Evaluation Committee in its sole opinion.

It is the objective of the TOWN to award a contract(s) to the Respondent(s) whose response is judged, through the evaluation and negotiation process, to be in the best interest of the TOWN. The TOWN will evaluate the responses and rank at least the top three (3) or more Respondents as determined by the Evaluation Committee in accordance with the criteria listed in this solicitation. Subsequent to the ranking and upon Town Manager approval, the TOWN will commence negotiations with the top ranked firm. If a satisfactory agreement cannot be negotiated with the top ranked firm, then negotiations would begin with the next highest ranked firm.

SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule.

SCHEDULE OF EVENTS

Estimated DATES	DATE DESCRIPTION
Thursday, February 24, 2011	Advertisement/RFP Published
Monday, March 21, 2011	Respondent Question Deadline
Friday, March 25, 2011	TOWN Question/Answer Response
Wednesday, March 30, 2011	RFP SUBMITTAL DEADLINE
Monday, May 2, 2011	Town Manager Approval

1.2 DELIVERY OF RESPONSES:

The delivery of the response to the TOWN prior to the deadline is solely and strictly the responsibility of the Respondent. **The deadline for delivery of all responses is 2:00 p.m. Wednesday, March 30, 2011. One (1) original and four (4) copies of your response as well as one (1) CD with all electronic files shall be delivered. All responses must be marked: SEALED RESPONSE FOR RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design**

- (a) Engineering Consultant. **All responses will be delivered to the TOWN OF LONGBOAT KEY, 501 Bay Isles Road, Longboat Key, FL 34228. RESPONSES WILL BE OPENED AT 2:00 PM ON THE SAME DATE.**
- (b) Electronic or faxed responses will not be considered.
- (c) For informational purposes, the Respondent is advised that the United States Postal Service or even Express Mail Services may not deliver your response in a timely manner. Respondents are cautioned to plan necessary delivery time accordingly.
- (d) The delivery of said response to the Finance Department prior to the time stated in the previous section is solely and strictly the responsibility of the Respondent. The TOWN will not be responsible for delays caused by any delivery services that may be used. The Respondent is hereby directed to cause delivery of his response prior to the bid opening time. The response delivery time will be scrupulously observed. **Any response received after 2:00 p.m. Eastern Standard Time, on the date referenced above, will not be considered.**

1.3 PROPOSAL ELECTRONIC PROPOSAL DISTRIBUTION SYSTEM

The TOWN proposals are issued electronically via Demandstar's eProcurement distribution system (Demandstar Contact Information: Telephone: 800-711-1712 / www.demandstar.com)

Obtaining proposals through Demandstar ensures that respondents have the following capabilities: receipt of proposals electronically, tracking status of bid award activity, receiving addenda, receiving the results of contract awards and viewing drawings, plans and blueprints online. **Respondent(s) who obtain proposal packages from sources other than Demandstar are cautioned that the proposal packages may be incomplete. The TOWN will not accept incomplete proposals.**

1.4 REQUEST FOR INTERPRETATION – ADDENDUM/LETTERS OF CLARIFICATION:

No substantive interpretation of this solicitation will be made to any Respondent orally. **Every request for such interpretation must be in writing**, addressed to the TOWN, Attn: Rita Mazza, Finance Department, 501 Bay Isles Road, Longboat Key, FL 34228. Fax request for interpretation will not be accepted for this project. Respondents must e-mail rmazza@longboatkey.org for any questions or interpretations. To be considered, such request should be received at least seven (7) working days prior to the date fixed for the deadline for responses. Any such interpretations and any supplemental instructions will be in the form of a Letter of Clarification or written addendum which, if issued, will be posted on the Demand Star system (www.demandstar.com) at least three (3) days prior to the date fixed for the opening of responses. Failure of any Respondent to receive any such addendum or interpretation shall not relieve said Respondent from any obligations contained within this solicitation. All addenda so issued shall become part of the Contract documents.

1.5 COST OF PREPARATION:

The cost of preparing a response to the solicitation shall be borne entirely by the Respondent.

1.6 SOLICITATION RESULTS:

Preliminary results will be available to all Respondents within 48 hours after staff evaluates the submittals. Final results will be available within 48 hours after the Town Manager approves the selection. All results will be posted on the Demand Star system (www.demandstar.com).

1.7 COMMUNICATIONS:

Respondents to this solicitation or persons acting on their behalf may not contact members of the Evaluation Committee, or other TOWN staff or TOWN officers between the release of the solicitation and end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays or state holidays. Communications shall be in writing to the Finance Department or as provided in the solicitation documents. In the TOWN's sole discretion, violation of this provision may be cause for the Respondent's proposal to be rejected and disqualified from further consideration.

2. GENERAL CONDITIONS:

2.1 REJECTION OF RESPONSES:

The TOWN reserves the right to reject any or all responses as not responsible or non-responsive; to re-advertise this solicitation; to postpone or cancel this process; to waive irregularities in the solicitation process or in the responses thereto; and to change or modify the solicitation schedule at any time. Examples of not responsible may include, without limitation, termination of a previous contract with the TOWN; financial weakness; or multiple legal actions taken against the Respondent.

2.2 BINDING OFFER:

A Respondent's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a response shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this solicitation.

Responses may be withdrawn on written or telegraphic requests dispatched by the Respondent in time for delivery prior to the time fixed for the opening of responses. Negligence on the part of the Respondent in preparing the response confers no right of withdrawal or modification after the response has been opened, at the appointed time and place by the TOWN. Any such withdrawn response shall not be resubmitted. Responses will be in force for a period of sixty (60) days after the opening date.

2.3 PUBLIC RECORDS LAW:

In accordance with Florida Statutes Chapter 119, it is the policy of the TOWN that all records are open for personal inspection and copying by any person. Providing access to public records is a duty of the TOWN. Subject to the restrictions of copyright and trade secret laws and public records exemptions, information provided to the TOWN will be available for disclosure for inspection and copying by any person. If you have questions or concerns regarding the confidentiality of your records, please consult with your attorney *prior to* disclosing required information to the TOWN.

2.4 AVAILABILITY OF PERSONNEL:

Personnel described in the response shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of the TOWN and must be able to pass a Federal and State Criminal Background Check.

2.5 CONTRACT DURATION:

The contract will be for the duration of the project.

2.6 CONTRACT ASSIGNMENT:

The selected Respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of the TOWN.

2.7 CONTRACT TERMINATION:

If a contract is terminated, rescinded, or revoked by either party, the Respondent's submittal will be considered non-responsible on any related TOWN procurement for a period of five (3) years from the date of contract termination. However, the TOWN *in its sole discretion* may consider a proposal provided the Respondent provides sufficient evidence as to why their response should be considered. The TOWN's decision is final.

2.8 OWNERSHIP OF DOCUMENTS:

In the event of an award, all documents resulting from this project will become the sole property of the TOWN.

2.9 INSURANCE REQUIREMENTS:

For the term of this project/agreement, the Respondent shall procure and maintain insurances of the types and limits specified in Attachment1, Insurance Requirements.

2.10 BOND REQUIREMENTS:

There are no bond requirements for this project.

2.11 NON-EXCLUSIVITY OF CONTRACT:

The selected Respondent(s) understand(s) and agree(s) that any resulting contractual relationship is non-exclusive and the TOWN reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the TOWN and to cancel any contract with a 30-day notice from the TOWN.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this solicitation must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity

crimes (a copy of the required sworn statement is contained in Section C, Public Entity Crimes Form).

The TOWN may make inquiries regarding alleged convictions or public entity crimes. The failure of the Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the TOWN.

2.15 INDEMNIFICATION (GENERAL LIABILITY):

The selected Respondent agrees to indemnify and hold harmless the TOWN, and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in performance of the contract.

2.16 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the TOWN and the Town Commissioners, Town Manager, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by the TOWN.

3. RESPONSE FORMAT:

Format. The response should be submitted on 8½ inch by 11 inch pages with 11 point arial font. Each page should be typewritten and single-spaced. Text of the original should be presented single-sided on each separate page. Duplicate copies can be reproduced double-sided, if desired. Each response section should be tabbed to comply with the requested sections described in Section B, 1.3.

Signature. The original must be manually and duly signed by an authorized officer, principal or partner (as applicable).

4. DISQUALIFICATION:

The TOWN reserves the right to disqualify responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

The TOWN may consider any response informal that is not prepared and submitted in accordance with the provisions of this RFP, and may waive any informalities, or irregularities, or reject any and all responses, at its sole discretion.

The TOWN reserves the right to reject, at its sole discretion, any response if the evidence submitted by the Respondent or an investigation of the qualifications and/or experience of the Respondent fails to satisfy the TOWN's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in this solicitation. The TOWN also reserves the right to reject all responses to the solicitation, in its sole discretion.

5. NOTICE OF PROTEST:

Any allegedly aggrieved person shall file with the Town's Finance Department a written notice of intent to file a protest not later than four o'clock (4:00) p.m. on the fifth (5th) Town workday after notice of the solicitation, suspension, debarment or pending award has been posted. A notice of intent to file a protest shall be posted and available for review at the

Finance Department the day received. The notice of intent to file a protest shall state the basis of the protest and clearly indicate its purpose is to serve as the notice of intent to file a protest. Failure to meet these requirements shall constitute a waiver of the right to seek any remedy provided under the protest procedure.

“ANY ACTUAL OR PROSPECTIVE BIDDER OR PERSON WHO IS ALLEGEDLY AGGRIEVED IN CONNECTION WITH A SOLICITATION, SUSPENSION, DEBARMENT OR PENDING AWARD OF A CONTRACT MAY PROTEST TO THE FINANCE DEPARTMENT. FAILURE TO FOLLOW THE VENDOR COMPLAINTS AND DISPUTES PROTEST PROCEDURE WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

Any person desiring to protest may obtain a copy of the complete protest procedure by contacting the Finance Department at (941-316-1999)

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SECTION B

TOWN OF LONGBOAT KEY Longboat Pass Water Main Subaqueous Replacement Design Engineering Consultant Request For Proposal RFP No. 10-011

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

- 1.1 Town of Longboat Key Background**
- 1.2 Project Information and Scope**
- 1.3 Response Requirements**
- 1.4 Evaluation Criteria**
- 1.5 Evaluation Process**

SECTION B

TOWN OF LONGBOAT KEY

Longboat Pass Water Main Subaqueous Replacement Design Engineering Consultant Request For Proposal RFP No. 10-011

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

1.1 TOWN OF LONGBOAT KEY BACKGROUND:

The Town of Longboat Key is a barrier island on the West Coast of Florida, approximately 10 miles long straddling the Sarasota/Manatee County lines. The estimated population is around 7,600. However, during the winter months the population normally exceeds 20,000 reaching a peak during the Easter Holidays. The Town purchases its potable water in bulk (approximately 2.5 MGD) from Manatee County and is responsible for the storage and distribution of same. Town staff operates, maintains and repairs all distribution related infrastructure from above ground storage tanks, water lines, fire hydrants, booster stations and all other water distribution equipment.

Water is delivered through two 16 inch ductile iron water mains traversing Longboat Pass. The primary water main, installed in the mid 1980's, is mounted on the Longboat Pass Bridge (subaqueous in the bascule section). An older, mid 1970's, secondary subaqueous water main runs to the east of the bridge. There are approximately more than 2900 water meters on the island. There are two above ground storage tanks (1.5 and 1.0 million gallons), 3 main booster stations and 345 Fire hydrants.

1.2 PROJECT INFORMATION AND SCOPE:

The Town desires to site, permit, and design a new subaqueous water transmission main under Longboat Pass. The water main would start from the Manatee County bulk water meter on Coquina Beach to the existing water meter on the North end of Longboat Key. The Town intends to make this new pipeline its primary water transmission main.

Accordingly the Town expects that this new line would be able to survive a major hurricane making a direct hit to the Pass. The two existing water transmission mains are susceptible to scour.

The successful Responder will provide planning, permitting, design, bidding services, and project administration for the new subaqueous water transmission main. Tasks within this project include, but are not limited to:

- Pipeline Alignment Options
- Intergovernmental Coordination
- Geotechnical Evaluation
- Permitting Assistance
- Project Area Survey
- Hydraulics, as required

1.3 RESPONSE REQUIREMENTS:

Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of this solicitation. The primary proposal should be no more than twenty (20) pages. The 20 page count includes the Cover Letter, Table of Contents, Organizational Chart, Specific Proposal Information, and the Questionnaire. It excludes Forms 1-6. In order to ensure a uniform

review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience and qualifications, it is required that responses be organized and submitted as follows:

1. Cover Letter– Provide a brief statement of interest and qualifications of the Respondent and its team. **The letter should clearly state the services to be provided by the Respondent and its sub-consultants (including SBE sub-consultants).**
2. Table of Contents.
3. Organizational Chart – Identify members of the General Engineering Team. Only include key members of the team who will actively participate in the TOWN's General Engineering Consultant Services, their area of expertise and professional license number in Florida (if any), firm name and denote if it is an SBE, and office location (city). Individuals available on an "as-needed" basis should be omitted. The resumes for your Project Manager and the key active participants of your team (i.e. civil engineer, geotechnical engineer, mechanical engineer, etc.) may be submitted under the Additional Information section.
4. Specific Proposal Information – Responses should contain direct answers to the following questions or requests for information. Responses may restate, modify and/or add to the services described herein based on the experience and judgment of the Respondent. Respondents are required to answer/address all of the questions.
 - a. **Project Manager** – provide name, years of experience, and credentials (including any professional licenses) of the project manager who will be the principle point of contact and responsible for administering the contract with the TOWN. A full resume may be provided under the additional information section.
 - b. Location of Respondent's primary office, which will handle the TOWN contract
 - c. List the professional services to be handled by Respondent's staff
 - d. Sub-consultants - Name, location, primary contact person, type of service to be provided, and SBE certifications for each sub-consultant
 - e. Provide information on any other similar subaqueous water transmission mains where you provided similar engineering services. Include contract date, duration, contracting party, reference contact information, who on the Respondent's staff were involved.
 - f. List any current or prior contracts Respondent has had as prime or sub consultant within the past six (6) years with the TOWN. Include year, contract name, your participation, and contract amount.
 - g. Briefly explain current and projected work backlog and Respondent's capacity for performing multiple projects and tasks that will arise from the TOWN on this contract.
 - h. Describe how the Respondent will maintain schedules, provide excellent responsiveness, and place Longboat Key as a priority client.
 - i. Describe the Quality Assurance and Value Engineering programs.
 - j. Provide detailed information of any contracts you have had within the past five (5) years, which resulted in litigation, even if the lawsuits were settled out of court, or if Respondent was a third party involved in any litigation or claim of negligence, errors or omissions.
 - k. Describe any actual or possible conflicts of interest which may result from the Respondent acting as the Engineering Consultant, If None, so state.
5. Forms
 - a. Form 1 – Declaration of Respondent

- b. Form 2 – References
 - c. Form 3 – Public Entity Crimes Form
 - d. Form 4 – Insurance Certificate
 - e. Form 6 – Standard Form (SF) 330
 - f. Form 7 – Respondent Checklist
6. Additional Information – Respondant may utilize this section to provide additional relevant information, such as key project team resumes, brochures, additional references, etc.

One (1) original and four (4) copies of your response as well as one (1) CD with all electronic files shall be delivered by the due date to the TOWN.

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1.4 **EVALUATION CRITERIA:**

An Evaluation Committee of the TOWN will be established to review and evaluate all proposals submitted in response to this solicitation. The Evaluation Committee shall conduct a preliminary evaluation of all responses on the basis of the information provided and other evaluation criteria as set forth in this solicitation.

The selection of the best-qualified respondent(s) will be based on whether the respondent is responsible and responsive to this solicitation, and will be evaluated on the evaluation criteria outlined in the following matrix.

	EVALUATION CRITERIA	PERCENTAGE OF IMPORTANCE
1	<u>Qualifications / Experience of the Respondent (Firm/team):</u> (i.e. responsible) • Project approach and demonstrated ability to furnish the required services as outlined in the scope of work (Section B; Paragraph 1.2). Specific credit will be given for proven experience in providing consulting services for similar projects.	25%
2	<u>Qualifications / Experience of Key Personnel:</u> • Evaluation (credentials/expertise/experience) of project manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee work detailed in the scope of work.	30%
3	<u>Past Performance:</u> • Consideration of past performance and record (including references) on TOWN projects as well as other projects of similar type and size. •	20%
4	<u>Schedule / Budget Requirements / Workload:</u> • Demonstrated willingness and ability to meet and adhere to project schedules and budgets. • Consideration of recent, current and projected workload as well as workforce availability to undertake TOWN work. •	10%
5	<u>Local Presence:</u> • Consideration for firm/team having its Project Manager and other key team members performing the consultant service work administered by the local office (a 70 mile driving distance). Full credit will be given to qualifying Respondents. •	15%

1.5 **EVALUATION PROCESS**

The TOWN Evaluation Committee shall evaluate the responses on the basis of the criteria as stated in paragraph 1.4 above. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response. The Evaluation committee may conduct discussions, interviews, or require presentations of any or all Responders prior to the selection, and/or to investigate the qualifications of any Responder as it deems appropriate.

The TOWN reserves the right to waive any informalities or irregularities in any response and to reject any and/or all responses as may be deemed in the best interest of the TOWN. Upon approval of the ranking by the Town Manager and after the award protest period, the TOWN will begin negotiations with the top-ranked Respondent. Should the TOWN be unable to negotiate a contract with the selected Respondent that is satisfactory to the TOWN, in its sole and absolute discretion, negotiations shall be terminated, and the TOWN shall then undertake negotiations with the next best qualified until a selection is made. Negotiations will include discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once the TOWN and the selected Respondent have negotiated a satisfactory agreement the TOWN may then enter into a contract with the selected Respondent.

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SECTION C

TOWN OF LONGBOAT KEY

Longboat Pass Water Main Subaqueous Replacement Design Engineering Consultant Request For Proposal RFP No. 10-011

REQUIRED FORMS

FORM 1: Declaration of Respondent

FORM 2: References

FORM 3: Public Entity Crimes Form

FORM 4: Insurance Certificate

FORM 5: Standard Form (SF) 330: All Respondents MUST provide a Standard Form (SF) 330 for itself and members of its team. Form 35 is a Standard AIA Form and is not furnished in this Solicitation.

FORM 6: Respondent Check List

Note: The aforementioned forms must be submitted with the Respondent's submittal.

RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design

FORM 1

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(TYPED OR PRINTED: FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of Contact Person: _____
3. Our local (to Longboat Key) business and mailing address is:

4. Florida Professional License Number is: _____
5. Federal I.D. Number _____
6. Our primary business address is:

7. Our present business phone number is: (____) _____
8. Our present fax number is: (____) _____
9. Our present e-mail address is: _____
10. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Town of Longboat Key upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Town of Longboat Key.
- (4) That the Respondent is not in litigation or been disbarred from doing business with the Town of Longboat Key.
- (5) That no officer or employee or person whose salary is payable in whole or in part from the Town of Longboat Key is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

IN WITNESS WHEREOF, this response hereby signed and sealed as of the date indicated below.

ATTEST:

RESPONDENT

WITNESS

By: _____ (SEAL)
(AUTHORIZED SIGNATURE)

WITNESS

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

FORM 2

REFERENCES

Qualifications and Experience of the Respondent – Provide an informative and succinct listing of contractual consultation services of comparable scale and complexity that the Respondent has successfully completed within the last three (3) years. **Do not use TOWN as one of the three main references.**

Specifically include reference information for any similar subaqueous water transmission mains where the Respondent has provided similar scope of services.

Project #1

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
—
- Contact Address: _____
- Contact Telephone: _____
Email: _____
- Contract Term: _____ Contract End Date: _____
- Dollar Amount of Contract: _____
- Describe Respondent's Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

Project #2

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
- Contact Address: _____
- Contact Telephone: _____ Email: _____ -

- Contract Term: _____ Contract End Date: _____

- Dollar Amount of Contract: _____
- Describe Respondent's Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

Project #3

- Project Name: _____
- Owner Name: _____
- Contact Name: _____
- Contact Address: _____
- Contact Telephone: _____ Email: _____ -

- Contract Term: _____ Contract End Date:

- Dollar Amount of Contract: _____
- Describe Respondent's Specific Scope of Work: _____

- Number of Employees Assigned to Project: _____

RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design

FORM 3

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

This sworn statement is submitted in Proposal to the TOWN's Request for Proposals for Longboat Pass Water Main Subaqueous Replacement Design.

This sworn statement is submitted by _____
(Print individual's name and title)

For _____
(Print name of entity submitting sworn statement)

whose business address is _____
and its Federal Employer Identification Number (FEIN) is _____

1. 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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - 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. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I marked below as applicable is true in relation to the entity submitting this sworn statement (**indicate/check 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 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted 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 INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20_____
Personally known _____ or Produced identification _____ (Type of identification)
Notary Public - State of _____
My Commission expires _____

Printed typed or stamped commissioned name of notary public

RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design
FORM 4
INSURANCE CERTIFICATE

PLEASE READ CAREFULLY

TOWN OF LONGBOAT KEY
CERTIFICATE OF INSURANCE EXPLANATION

The Town of Longboat Key (TOWN) requires a Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will remain in effect for the term of the contract or project and ? years henceforth. If any of the required insurance coverage's are cancelled, changed, or coverage's reduced, except in the application of the aggregate liability limits provisions, so as to adversely effect the insurance described on the Certificate of Insurance, a thirty (30) day prior written notification to the TOWN (certificate holder) is required to the address shown on the certificate. The policies listed on the certificate are primary to any insurance carried by the certificate holder for this specific location, project or event.

The TOWN must have the **right** of notice of cancellation, non-renewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the TOWN as evidenced through this Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance provide written acknowledgement by the insurance company or companies shown in the certificate, is to show proof to the TOWN that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the TOWN's certificate form.

The TOWN must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days advanced written notice is given to it.

No activity shall begin until an Insurance Certificate is received properly completed. Your cooperation in providing the TOWN with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

RFP NO. 10-010 Longboat Pass Water Main Subaqueous Replacement Design

FORM 5

STANDARD FORM (SF) 330

All Respondents must provide a Standard Form (SF) 330 for itself and members of its team. Form 5 is a Standard AIA Form and is not furnished in this solicitation.

RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design

FORM 6 RESPONDENT CHECKLIST

1.

Response **must be** organized/labeled into the following major parts and must be in the following order (Section B: Paragraph 1.3):

Response Requirements / Response Format

<i>Proposal Format</i>	<i>Section Title</i>
<i>1</i>	<i>Letter of Transmittal</i>
<i>2</i>	<i>Table of Contents</i>
<i>3</i>	<i>Organizational Chart</i>
<i>4</i>	<i>Completed Forms (Section C)</i> <i>Form 1 – Declaration of Respondent (Completed & Signed)</i> <i>Form 2 – References</i> <i>Form 3 – Public Entity Crimes Form (check applicable statement in Paragraph 5) (Completed & Signed)</i> <i>Form 4 - Insurance Certificate</i> <i>Form 5 – Standard Form (SF) 330</i> <i>Form 6– Respondent Checklist (Completed & Signed)</i> <i>Addendums (if applicable).</i> <i>One (1) original as well as copies as identified in Section A, Paragraph 1.2 plus one (1) CD with all electronic files.</i>

By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, insurance and bond requirements and indemnification provisions.

RFP NO. 10-011 Longboat Pass Water Main Subaqueous Replacement Design

FORM 6 RESPONDENT CHECKLIST CONTINUED

Name of Person Responsible for Solicitation

Date

Title of Person Responsible for Solicitation

Company Name

ATTACHMENT 1

1.0 **INSURANCE REQUIREMENTS:**

- 1.01 During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the TOWN, the types of insurance described herein.
- 1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Longboat Key FL, and shall be construed in accordance with the laws of the State of Florida.
- 1.03 All liability policies shall provide that the TOWN is an additional insured as to the operations of the Contractor under this Contract and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision).
- 1.04 The Contractor shall deliver to the TOWN, prior to TOWN issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the TOWN, on a timely basis, if requested by the TOWN.
- 1.05 Ten days after TOWN has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), TOWN may, at TOWN's sole discretion, terminate the agreement and the Contractor shall refund all sums paid to the Contractor by the TOWN.
- 1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the TOWN requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the TOWN.
- 1.07 The Contractor authorizes the TOWN and/or its insurance consultant to confirm all information furnished to the TOWN, as to its compliance with its Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- 1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the TOWN. The TOWN's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- 1.09 The acceptance of delivery to the TOWN of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the TOWN that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- 1.10 No work shall commence until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the TOWN.
- 1.11 The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the TOWN. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- 1.12 Should the Contractor's General Liability, Professional Liability, or Workers Compensation policies provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the TOWN, to provide, pay for, and maintain a surety bond acceptable to the TOWN from an insurance company acceptable to the TOWN (or a standby irrevocable Letter of Credit acceptable to the TOWN) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- 1.13 All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

- 1.14 All policies of insurance required herein shall require that the insurer give the TOWN thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions. Such notice shall be delivered by certified or registered mail and shall be given to:

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

- 1.15 Renewal Certificate(s) of Insurance shall be provided to the TOWN at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- 1.16 If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the TOWN may terminate or suspend this Contract.
- 1.17 With respect to claims involving any insured's interest hereunder, each such interest shall be deemed separate from any and all other interests herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.

2.0 INSURANCE COVERAGE AND LIMITS:

- 2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the Authority
- 2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the TOWN.
- 2.03 Any and all deductibles, self-insured retentions or any other retained amounts shall be the sole responsibility of the Consultant. At the sole discretion of TOWN, the Consultant may be required to provide a Performance Bond, Letter of Credit or other financial instrument guaranteeing the payment of the deductibles, self-insured retentions or other retained amounts.

- 2.02.01 **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida. The minimum limits shall not be less than:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident \$1,000,000.00 Limit Disease Aggregate \$1,000,000.00 Limit Disease Each Employee

- 2.02.02 **Commercial General Liability Insurance** shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability \$2,000,000.00 Combined Single Limit Each
Occurrence and Aggregate

The use of an Umbrella or Excess Liability policy to achieve the required limits will be acceptable if the terms and conditions or the Umbrella/Excess policy are no less restrictive than the underlying Commercial General Liability Policy.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the TOWN.

- 2.02.03 **Business Automobile Liability Insurance** shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability \$1,000,000.00 Combined Single Limit

2.02.04 **Professional Liability Insurance** shall be maintained by the Consultant, insuring its legal liability arising out of the performance of the professional services under this Agreement. Such insurance shall have a limit of not less than \$1,000,000.00 each occurrence and aggregate. The Consultant must continue this coverage for a period of not less than three (3) years after completion of its services to the authority.

**ATTACHMENT 2
TOWN OF LONGBOAT KEY
REQUEST FOR QUALIFICATIONS
RFP NO. 10-011**

Longboat Pass Water Main Subaqueous Replacement Design

The Town of Longboat Key (TOWN) is soliciting Request for Proposals (RFP) from qualified Respondents interested in providing general engineering services for the Longboat Pass Water Main Subaqueous Replacement Design

All interested firms will obtain a copy of the solicitation instructions and submittal documents and submit a completed response to the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228. Submittals are due by 2:00 pm, Wednesday, March 30, 2011. Responses will be opened at 2:01 pm on the same date.

RFP Submittals shall include a letter indicating the Firm's interest and completion of the RFP Documents. Firms failing to submit the required RFP Documents may be deemed non-responsive to the RFP. The RFP is available through the DemandStar System (www.demandstar.com) or through a link on the TOWN web site (www.longboatkey.org).

Questions concerning this RFP should be directed Rita Mazza of the TOWN's Finance Department, at (941) 316-1999, or e-mail at rmazza@longboatkey.org.

To be published _____ in the Sarasota Herald Tribune