

CITY OF CAPE CORAL

REQUEST FOR PROPOSAL

MISCELLANEOUS ENGINEERING SERVICES

RFP PW10-36/PB



**The City of Cape Coral
Financial Services Department
PO Box 150027
Cape Coral, FL 33915-0027
239-574-0831**

PROPOSALS ARE DUE NOT LATER THAN 3:30 P.M.

Thursday, June 24, 2010

CITY OF CAPE CORAL

LEGAL NOTICE

REQUEST FOR PROPOSALS

The City of Cape Coral, Florida is seeking Proposals to provide the City with Miscellaneous Engineering Services, **RFP-PW10-36/PB**.

A copy of the scope of services may be obtained: in person from the City of Cape Coral Procurement Division, 1015 Cultural Park Blvd., Second Floor, Cape Coral, Florida 33990; online at www.demandstar.com or by mail request 239-574-0831 (recipient's account required for overnight mail).

One (1) original, eight (8) copies, and one (1) readable/reproducible disk (CD/DVD) version of the proposal are to be returned in a sealed envelope to the attention of the Procurement Division, no later than 3:30 p.m., Thursday, June 24, 2010.

MAILING ADDRESS:

City of Cape Coral
Procurement Division
PO Box 150027
Cape Coral FL 33915-002

PHYSICAL ADDRESS:

PROCUREMENT DIVISION
Cape Coral City Hall
1015 Cultural Park Blvd.
Cape Coral FL 33990

Proposals shall not be presented at any other location. Proposals presented after the time and date indicated above shall be refused. The time indicated on the date stamp machine located in the Procurement Division is considered the official time.

SEALED ENVELOPES MUST BE MARKED:

**“MISCELLANEOUS ENGINEERING SERVICES”
RFP-PW10-36/PB**

Any questions concerning this request shall be addressed to the City of Cape Coral Procurement Division at (239) 574-0831.

By Order of the City Manager

Rebecca van Deutekom, City Clerk

Advertise: [Thursday, June 3, 2010]

PART I: INTRODUCTION

In 1970, by referendum of the people of the City, a Council/City Manager form of government was adopted, and the City of Cape Coral was incorporated. The policy-making body of the City is a City Council composed of eight (8) members, seven (7) members elected at large on a nonpartisan basis from districts and the Mayor (the eighth member). A Mayor is elected at-large on a nonpartisan basis and has one (1) vote and has only budget line-item veto authority. All terms run for a four (4) year period with the Mayor and three (3) council members being elected at one election and two years later the remaining four (4) council members are elected. The City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City. The City provides a comprehensive range of municipal services including general government, public safety, community development, public works, planning, utilities, and parks and recreation.

Strategically located on the gulf coast of Southwest Florida, Cape Coral is one of the nation's fastest-growing cities and the third-largest Florida city in land mass. A pre-platted community, Cape's population as of September 30, 2009 was 167,917. At build-out, the Cape's population is forecast to be more than 400,000. The city is also home to more than 3,200 businesses. The median age is 43, young adults outnumber retirees, 55% of the population is working age, and 85% of the workforce has a high school diploma or better.

PART II: PURPOSE AND SCOPE**1. Purpose**

The City of Cape Coral, Florida, is soliciting proposals from ENGINEERING firm(s), in accordance with the provisions of **FS 287.055**, Consultants Competitive Negotiations Act (CCNA), to provide Miscellaneous Professional Services on an "as needed" basis for a two (2) year period as per specifications. One or more firms may be selected and utilized to provide the services subject to the availability of each firm's resources, time schedule and expertise. This agreement may be extended for three (3), additional one-year periods by mutual agreement, within budgetary limitations, for the same terms and conditions. There is no work guaranteed to any firm as a result of being selected and placed under contract.

The awarded firm(s) shall assist the City of Cape Coral in performing various ENGINEERING related activities when required. It is intended that the activities are to be relatively small in scope and duration and that the consulting fees, in most cases, will range from \$10,000.00 to \$50,000.000.

2. Scope of Services

The ENGINEER shall perform all necessary MISC. ENGINEERING SERVICES required for the design and construction services of designated project(s) which shall include, but not limited to, the necessary conferences, consultation, and preparation of preliminary studies, working drawings, specifications, scale and detail drawings and estimate of costs. The selected firm(s) must be a State of Florida licensed ENGINEERING firm supported by the requisite licensed in-house or consulting civil, structural, mechanical and electrical engineers and any other consultants necessary to meet the scope of services.

3. PROJECT TASKS AND ENGINEER'S RESPONSIBILITIES

3.1 Project Tasks

The ENGINEERING services to be performed, as may be required, will generally follow, but are not limited to, these phases:

- A. Planning.
- B. Design
- C. Preparation of preliminary plans.
- D. Preparation of final plans.
- E. Preparation of specifications.
- F. Preparation of contract documents, including preliminary and final cost estimates, bidding information sheets, and preparing recommendations for consideration by CITY.
- G. Construction project management (if specifically requested).
- H. Auxiliary construction duties, such as preparing progress reports, reviewing shop drawings, monitoring field testing and evaluating change orders.
- I. Perform surveying, such as boundary, topographic and other miscellaneous design surveys.
- J. Electrical, environmental, mechanical, hydraulic, civil, hydrogeologic design planning, reports and analyses.
- K. Permit applications.
- L. Schedule projects.

And such other tasks as may be added by mutual consent of the CITY and ENGINEER.

3.2 ENGINEER's Responsibility

The ENGINEER shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the ENGINEER. The ENGINEER shall also, without additional compensation, correct or revise any errors or deficiencies in its design, drawings, specifications and other services.

- A. All original designs, drawings, specifications and services rendered by the ENGINEER and paid for by the City shall be the property of the City to use in any manner it may deem appropriate.
- B. Drawings and specification reproduced by the City for permitting purposes shall be signed and sealed by the ENGINEER as a basic service.
- C. Upon completion of the project, the ENGINEER shall furnish to the City a complete set of the reproducible work product. The City shall be the owner of said documents; however, the ENGINEER may maintain copies thereof. In the event the City uses any designs, drawing or plans prepared by the ENGINEER for any purpose other than the project, the ENGINEER shall not be liable for such uses of the designs, drawings or plans.

3.3 Design with Funding Limitations

The ENGINEER will promptly advise the City if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the City will review the ENGINEER's revised

estimate of construction cost. The City may, if it determines that the estimated construction contract price set forth in this contract is so high that award of a construction contract within such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the funding limitations.

3.4 Staffing and Cost Proposals

When the services of the Consultant are needed for non-emergency work, a Letter of Request identifying the professional service required and the period of performance will be submitted to the Consultant. The Consultant shall respond in writing within five (5) working days of receipt of the Letter of Request with a Staffing and Cost Proposal (SCP) to accomplish the professional service. The SCP shall consist of the staffing and cost projections, any other attachments required, and shall provide the following data: (Sample SCP form attached)

A. Consultants

1. Name and labor classifications of assigned staff.
2. Estimate of man-hours of labor needed by labor classification.
3. Average labor cost, not exceeding the range of labor costs previously negotiated, that shall be used in each labor classification.
4. All other costs such as special materials, reproduction costs and transportation.
5. A schedule for completion.

B. Subconsultants

1. Name and labor classifications of assigned staff.
2. Estimate of man-hours of labor needed by labor classification.
3. Average labor cost needed by each labor classification.
4. A schedule of completion.

C. Special Subconsultants

1. Special subconsultants shall be defined as those subconsultants whose services are not normally contracted for in terms of direct labor costs, overhead and profit, (e.g. geotechnical investigations).
2. A copy of the Consultant's request for proposal to subconsultants for required services. This may be a draft form.
3. Consultant's best estimate of the cost of the required services.
4. A schedule for completion.

The City will review the proposed SCP and may request additional or alternate staff assignments. Upon finalization and acceptance of the SCP by City, the Project Manager and/or other designated staff member(s) shall have a Purchase Order issued which will serve as the Notice to Proceed. The Consultant will begin work within seven calendar days of receipt of the Purchase Order.

The Consultant shall also assist City by providing EMERGENCY professional services on a "rapid response" basis. The Consultant shall respond expeditiously after notification and shall be prepared to visit the emergency site on the same day of notification. The Consultant shall provide the Project Manager and/or designated staff with a preliminary estimate of the man-hours, labor costs and schedule that will be involved in completing the project while or immediately after visiting the site.

The Project Manager will give verbal approval to proceed on that estimate and shall have issued a confirming written Purchase Order as soon as possible following the incident.

The Consultant shall respond with the written SCP required by contract within two business days after receipt of the Purchase Order. The amount of the SCP shall not exceed 115% of the initial estimate without express written approval from, and for reason acceptable, the Project Manager. If however, the services have been completed at the time the SCP is submitted, actual expended man-hours and costs will be used.

3.5 Compensation Procedure

The payment for the professional services on a given Purchase Order will be established in the SCP for each scope of services. All billings must list the total expended for the billing period, the total for the previous billing period, the new total and the Purchase Order balance. Billings which include Sub-contracted work must have the Subcontractor's approved invoice to the Consultant attached to the billing.

The size and extent of any given Purchase Order may vary. This contract has no guaranteed minimum amount over its life.

All professional services provided by the Consultant shall be reviewed by the Project Manager and/or designated staff at both the preliminary and final stages of work completion, unless otherwise specified in the Purchase Order. Any comment or recommendation for revision that staff makes shall be addressed in the subsequent submittal. The preliminary stage of completion may be broken down into two or more phases for review purposes if Project Manager feels that several reviews are needed due to the nature of the task. All design and review phases shall be specified in the Purchase Order.

The Consultant is responsible in all cases to coordinate closely with and keep Project Manager and/or designated staff informed on the progress and results of service(s) that the Consultant is providing for the City.

Upon completion of the professional service(s), the Consultant shall submit the final product, along with a final invoice. The invoice shall be labeled "Final Invoice." The total cost shall not exceed the original SCP unless there has been an expansion of the Scope of Work documented by a formal purchase order change.

PART III: GENERAL CONDITIONS & INFORMATION**1. Submission of Proposals**

Firms shall submit one original, eight (8) photocopies and one readable/reproducible disc **(CD)** completely duplicating the original proposal.

Proposals must be in conformance with the detailed submittal instructions and must be delivered by mail or courier personal delivery by the time and date indicated in the legal notice. **PROPOSALS NOT SUBMITTED BY THE DATE AND TIME SPECIFIED WILL BE REFUSED.** The time indicated by the time clock in the Procurement office is considered the official time of receipt. No faxed or email proposals will be accepted.

Proposals may be submitted in person or by mail to the following address:

In Person/Courier/Overnight: **Cape Coral City Hall Building
1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990
ATTN: PROCUREMENT MANAGER**

By Mail: **City of Cape Coral
PO Box 150027
Cape Coral, FL 33915-0027
ATTN: PROCUREMENT MANAGER**

Upon submission, all documents become the property of the City of Cape Coral and are subject to public records laws.

2. Rules, Regulations, Laws, Ordinances, & Licenses

The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service. **NO EMPLOYEE OR FAMILY MEMBER OF A CITY EMPLOYEE MAY DO BUSINESS WITH THE CITY WHEN COMPETITIVE BIDDING HAS NOT BEEN THE SOLE DETERMINING AWARD CRITERIA (ref: Ordinance 68-07 Sec. 2-151, revised 7/23/07).**

3. Requests for Additional Information or Questions

Any requests for additional information or clarification should be submitted in writing to the attention of Peter A. Boers, Contract Specialist at pboers@capecoral.net or via facsimile to 239-574-0837.

Each Firm shall examine all requests for proposal documents and judge all matters relating to the adequacy and accuracy of such documents.

The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. If any addenda are issued to this request for proposal, the City will attempt to notify all prospective Firms who have secured same. No addenda shall be issued five business days prior to the proposal due date, without extending the due date.

It shall be the responsibility of each Firm, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to acknowledge such addenda on the Proposers Certification form.

4. Lobbying

All firms and their agents who intend to submit, or who have submitted, bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, members of the Selection Advisory Committee (SAC), nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.

Contact should only be made through regularly scheduled Council meetings, SAC meetings scheduled for interviews and/or negotiations, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional, or clarifying information.

Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in an immediate disqualification from further consideration in this project.

5. Reserves the Right

The City anticipates awarding one or more contract(s) for services as a result of this Request for Proposal. The City, however, reserves the right to reject any and all submitted proposals and to limit the scope of the award.

The City reserves the right to request additional information from Firms as deemed necessary. Notice is also given of the possibility that an award may be made without discussion or after limited negotiations. It is, therefore, important that all proposals are complete in all respects.

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals in its sole discretion, and to waive minor irregularities in the procedures.

6. Contract Cancellation

The resulting contract may be canceled at any time by the City of Cape Coral for any reason, upon a thirty (30) day written cancellation notice.

7. Ownership of Preliminary and Final Records

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

8. Electronic Media

The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm. The proposing firm shall not

be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

9. Indemnification

To the extent permitted by law (F.S. 768.28) the proposing firm shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the proposing firm and any persons employed or utilized by proposing firm in the performance of this contract.

10. Equal Employment

In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of this contract.

11. Insurance

11.1 Without limiting its liability, the proposing firm shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the proposing firm, from claims which may arise out of or result from the proposing firm execution of the project, whether such execution by himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Any questions regarding the insurance requirements should be directed to the Risk Manager, (239) 574- 0529.

11.1.1 **Workers' Compensation Insurance** covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

11.1.2 **Comprehensive General Liability** coverage shall have minimum limits of \$1,000,000.00 per occurrence, combined single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations; Independent Contractors and Products and/or Completed Operations; Broad Form Property Damage; and Contractual Liability Endorsement.

11.1.3 **Business Vehicular Liability** coverage shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability, and Property Damage Liability: This shall include Owned Vehicles, Hired and non-Owned Vehicles and Employees Non-Ownership.

11.1.4 **Professional Liability** (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim.

11.2 **The City shall be listed as an Additional Insured on the General Liability policy.** In the event the insurance coverage expires prior to completion of the project, a renewal

certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

- 11.3 Unless otherwise specified, it shall be the responsibility of the proposing firm to insure that all sub-consultants comply with the same insurance requirements herein. All proposer certificates of insurance must be on file with and approved by the City before the commencement of work activities. Waivers of subrogation shall also be provided upon approval of the applicable insurers.
- 11.4 The proposing firm shall “flow down” the requirements of this provision to all sub-consultants.
- 11.5 The limits of insurance required above must be retained throughout the term of the contract. The proposing firm must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.
- 11.6 Policies should be written on an “occurrence” basis.

12. Opening of Proposals

Proposals will be opened and evaluated after the final date and time set for receipt. The City may request proposing firm(s) considered for award to make an oral presentation to a selection board or to submit additional data.

13. Rejection of Proposals

The City reserves the right to reject any and all proposals. It also reserves the right to waive any formalities in connection with proposals.

14. Acceptance of Proposal

Within ninety (90) days after the final submission date for proposals, the City will act upon them. The successful Firm will be requested to enter into negotiations to produce a contract for the project. The City reserves the right to terminate negotiations in the event it deems progress toward a contract to be insufficient.

15. Applicable Law

All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of Cape Coral will apply to any resulting agreement and venue for any action arising out of any agreement shall lie solely in Lee County.

NOTE: The filing of “NOTICE TO OWNER” statements are not required for Public Projects.

16. Qualification of Proposing Firm

Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Cape Coral. The City reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of Cape Coral will determine whether the evidence

of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17. Designated Contact

The awarded firm(s) shall appoint a person to act as a primary contact with the City of Cape Coral. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms of the contract.

18. Deviations from Specifications

The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Request for Proposal. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

19. Precedence of Conditions

The proposing Firm, by virtue of submitting a proposal, agrees that City General Provisions and Terms and Conditions herein will take precedence over any terms and conditions submitted with the proposal, either appearing separately or included.

20. Proposal Withdrawal

After proposals are opened, corrections or modifications to proposals are not permitted, but the proposing firm may be permitted to withdraw an erroneous proposal prior to the proposal award by City Council, if the following is established:

1. That the proposing firm acted in good faith in submitting the proposal;
2. That in preparing the proposal there was an error of such magnitude that enforcement of the proposal would work severe hardship upon the firm;
3. That the error was not the result of gross negligence or willful inattention on the part of the firm;
4. That the error was discovered and communicated to the City within twenty-four (24) hours of proposal opening, along with a request for permission to withdraw the proposal; or
5. The firm submits documentation and an explanation of how the proposal error was made.

21. Public Entity Crimes

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 services to a public entity, may not submit proposals on leases of real property to a 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.

22. Contingent Fees Prohibited

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the CITY, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

23. Project Records

All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the CITY, for inspection and copying upon written request of the CITY. Additionally, said records shall be made available, upon request by the CITY to any state, federal or other regulatory authorities, and any such authority may review such. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the records of expenses incurred by the proposing firm in its performance under said contract.

The City intends to reuse all plans at some future time, in accordance with Section 287.055(11), Florida Statutes. There shall be no public notice requirement or utilization of the selection process when the city reuses the plans.

24. Auditable Records

The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

25. Vendor Registration

In accordance with Article VII Division 1 Section 2-148 of the City of Cape Coral Ordinance, passed 7-23-07, prior to proposal award, proposing firm must complete the vendor registration process. Application forms may be obtained by contacting the Procurement Division at (239) 574-0831 or on the City of Cape Coral website at:

<http://www.capecoral.net/Government/FinancialServices/ProcurementDivision/VendorRegistration/tabid/1316/Default.aspx>

26. Unauthorized Aliens

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

27. Waiver

Failure of the City to take any action with respect to any breach of any term, covenant, provision or condition contained in the agreement, or any instance of default thereunder by the awarded firm should not be deemed to be a waiver of any default or breach by the City.

28. Attorney's Fees

Should it become necessary for the City to bring any action against the awarded firm to enforce any of the covenants, provisions, terms or conditions of the agreement, the awarded firm will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the

City, and said obligation shall apply to declamatory relief, if necessary, to interpret any of the items thereof.

PART IV: PROPOSAL SUBMISSION REQUIREMENTS

1. Proposal Outline

The following information shall be provided in the order detailed: Sections and subsections should correspond in sequence with those identified below. All additional information that the proposer believes is unique to a section and does not fit the established outline may be included at the end of each section under subheading "Additional Information".

- A. **Title Page** - List the RFP subject, the name of the firm, address, telephone number, name of contact person and date.
- B. **Table of Contents** - Include a clear identification of the material included in the proposal by page number.
- C. **Letter of Interest** - Limit two (2) pages. Make a positive commitment to perform the required work within the time period requested. Also, give the name(s) of the person(s) who will be authorized to make representation for your firm, their title, and telephone number.
- D. **Profile of Proposer** - State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of registered professionals and over-all experience of assigned staff for this project. State the technical background of assigned staff.
- E. Provide three (3) projects your firm performed that involved professional engineering services similar to those detailed herein. Provide the schedule, cost and scope of work. Provide references for these projects.
- F. Standard Form 330.
- G. Proposer's Certification
- H. Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes

2. Submission of Proposals

Firms shall submit an original and twelve (12) copies of the proposal in the format outlined herein.

Proposals must be submitted by the time and date indicated on the attached legal notice. **PROPOSALS NOT SUBMITTED BY THAT TIME WILL BE REFUSED.** The time as indicated on the date stamper in the Procurement Division is considered the official time. Proposals are to be submitted in a sealed envelope marked:

**REQUEST FOR PROPOSALS
MISCELLANEOUS ENGINEERING SERVICES
RFP –PW10-36/PB**

Proposals may be submitted in person or by mail to the following address:

In person/Courier/ Cape Coral City Hall
Overnight 1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990
ATTN: PROCUREMENT MANAGER

By Mail City of Cape Coral
Procurement Division

**PO Box 150027
Cape Coral, FL 33915-0027
ATTN: PROCUREMENT MANAGER**

Upon submission, all documents become the property of the City of Cape Coral and are subject to public records laws.

FAILURE TO PROVIDE ANY ONE PART OF THIS SECTION WITHOUT APPROPRIATE EXPLANATION MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.

PART V: EVALUATION AND SELECTION OF SERVICE PROVIDER

Proposals shall be reviewed by the City's Selection Advisory Committee (SAC). The SAC determines and prepares a "shortlist" of the highest ranked firms. The short-listing of firms shall be based on the SAC's ability to differentiate qualifications applicable to the scope and nature of the services required by this request.

The evaluation and selection of a Service Provider will be a multi-step process. The typical steps followed by the City when evaluating proposals are summarized below:

1. Determination shall be based on but not necessarily limited to:
 - A. The Proposer's demonstrated understanding of the City's requirements and plans for meeting them;
 - B. The professional qualifications and related experience of the persons assigned to this contract;
 - C. The prior experience of the proposer;
 - D. The size and organizational structure of the proposer.
2. The SAC may request that the short-listed firm make a presentation and be available for an interview. All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the proposer. After presentations and interviews have been completed, the consultants shall be ranked.
3. The SAC will present the ranking to City Council for approval.
4. The City will negotiate a Contract with one or more of the top ranked firms which is competitive, reasonable, and adequate.
5. The negotiated contract is presented to City Council for final approval.

PROTEST PROCEDURES

1. **Right to Protest.** Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City Council.

2. **Time Limits and Form of Protest.** A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing to the Procurement Division Manager prior to the opening of bids or the closing date of proposals. A protest of a bid shall be filed with the City Procurement Division Manager within five (5) business days (excluding Saturdays, Sundays, and Legal Holidays) after the date of mailing of the notice of intent to award the contract. Only those persons or firms who have been interviewed and ranked shall be permitted to file a protest.

A formal written protest shall be filed within ten (10) days after the filing of the initial written notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest within the time limits prescribed herein shall constitute a waiver of the right to protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Cape Coral, in an amount equal to five percent of the total bid or estimated contract amount, or five thousand dollars (\$5,000.00), whichever is less. Said bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An Irrevocable Letter of Credit or other form of approved security, payable to the City, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the City may proceed to award the contract as if the protest had never been filed.

3. **Hearing.** If the subject of a protest is not resolved by mutual agreement within seven (7) days after receipt of a formal written protest, the matter may, at the option of the City Council, be referred to a hearing officer who shall conduct a hearing within 15 days of receipt of the formal written protest. The hearing officer shall render a recommended order within 30 days after the hearing. The recommended order shall be scheduled on the next Council agenda for final action. If Council so elects; the protest may be heard directly by the City Council.

4. **Stay of Action.** Upon receipt of a formal written protest which has been timely filed, the City shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved either informally or by formal City Council action, unless the City manager sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

5. **Decision; Entitlement to Costs.** If a protest is sustained and it is determined that the protesting bidder or Architect should have been awarded the contract under the solicitation but is not, then the protesting bidder or Architect shall be entitled to recover from the City the reasonable costs incurred in connection with preparing its bid, but shall not be entitled to recover lost profits or attorneys fees. The decision shall be final and conclusive as to the city unless an appeal is filed or an action is filed in court within ten days of the date of the decision of Council.

PROPOSER'S CERTIFICATION

I have carefully **examined** this Request for Proposal PW10-36/PB, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following **addenda**, and the cost, if any, of such revisions has been included in the price of the proposal:

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

I hereby propose to provide the services requested in this proposal. I agree that the proposal will remain **firm** for a period of up to one hundred twenty (120) days from the date qualifications are opened in order to allow the City adequate time to evaluate the qualifications.

I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and **agree to abide** by all conditions of this proposal.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly **authorized to submit** this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal or bid is genuine and **not collusive** or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Cape Coral of any person interested in the proposed contract, **or for an employee of the City of Cape Coral**; and that all statements in said proposal or bid are true. The undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER/FAX NUMBER

E-MAIL ADDRESS

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

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (**FEIN**) is _____

If the entity has no FEIN, include the **Social Security Number** of the individual signing this sworn statement, as required per IRS Form W-9. Social Security Number may be required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefits processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

2. I understand that a "public entity crime" as **defined** in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "**conviction**" as defined in Paragraph 287.133(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.
4. I understand that "**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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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.
5. I understand that a "**person**" as defined in Paragraph 287.133(1)(c), 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 a binding contract and which bids or applies to bid 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 the entity.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES (page 2)

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

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent **proceeding** before a Hearing Officer of the State of Florida, Division of Administrative 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 vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2010.

(Notary Public)

My Commission Expires: _____

STATE OF _____

COUNTY OF _____