



City of Marco Island

DATE: February 17, 2011

TO: Prospective Proposers

FROM: Bob Creighton
Purchasing/ Contracts Manager

SUBJECT: RFQ- Request for Qualifications

Pursuant to City Manager action, the City of Marco Island is seeking to retain professional consultant(s) in the areas of:

Surveying Services
RFQ #11-015

Please refer to the Legal Advertisement contained in the enclosed Proposal Package for the time and due date for proposal submission.

If you have any immediate questions regarding the intended Scope of Services, you may contact Bob Creighton at 239-389-5011 or email bcreighton@cityofmarcoisland.com.

We look forward to your participation in this RFQ process.



RFQ DOCUMENTS FOR:

Surveying Services

RFQ #11-015

(February 17, 2011)

Addendums are on line at:

www.cityofmarcoisland.com

It is the bidder's responsibility to download all addendums prior to submission of their bids. Failure to acknowledge receipt of all addenda may result in the disqualification of your bid.

CITY OF MARCO ISLAND
Purchasing/ Contracts Manager

50 Bald Eagle Drive
Marco Island, Florida 34145
Phone: (239) 389-5011
Fax: (239) 389-4359

City of Marco Island
Request for Qualifications
Professional Consulting Services

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PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
SURVEYING SERVICES
MARCO ISLAND, FLORIDA
RFQ #11-015

The City of Marco Island, pursuant to Florida Statutes, chapter 287.055, Consultants Competitive Negotiations Act, is seeking Professional Consulting firms to enter into professional consulting service contracts with the City. It is the intent of the City to select three or more firms.

Firms interested in and possessing the required experience may submit a statement of qualifications

Project Description

The City of Marco Island is interested in entering into continuing contracts with professional surveying firms to perform surveying and mapping services for various city projects. Services to be required may include, but are not limited to, design surveys, construction layout, final plat review, boundary surveys, preparation of sketches and legal descriptions, right-of-ways field staking and mapping and other survey and mapping projects as are normally performed by professional surveying firms.

Bidding Documents can be obtained by downloading from the City Web Site:
www.cityofmarcoisland.com.

Please direct questions to: Bob Creighton at **bcreighton@cityofmarcoisland.com**, P(239) 389-5011.

Qualification packages will be received until **12:00 pm**, local time, on **March 28, 2011**.

Dated this February 17, 2011

CITY OF MARCO ISLAND
MARCO ISLAND, FLORIDA

BY: Dr. James Riviere
City Manager

PART II GENERAL INFORMATION

Respondents to this solicitation or person acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for reject a response.

Purpose

The City of Marco Island desires to retain professional consultant(s) to provide the scope of services and disciplines described below. Selection of the consulting firm(s) or individual(s) will be in accordance with Florida Statute 287.055. This Qualification Package provides guidelines for the submission of qualifications information in response to this Request for Qualifications (RFQ). It is the intent of the City to select three or more firms.

Applicability of the Public Records Act and Sunshine Law

All submittals and supplemental information obtained in response to this RFQ are subject to the Florida Public Records Act and Sunshine Law and will be made available, after award, upon request by any person or firm.

Term of Contract

The initial contract term is for three (3) years. The City reserves the right to renew the contract for an additional three (3) years providing all terms, conditions and specifications remain the same and both parties agree to the extension. Billing rates, received after award and for the execution of a contract, will be frozen for the initial term. Revised rates may be submitted at the time of renewal and completion of the renewal agreement would be contingent upon the mutual agreement to the revised rates.

Scope of Services

The City of Marco Island is interested in entering into continuing contracts with professional surveying firms to perform surveying and mapping services for various city projects. Services to be required may include, but are not limited to, design surveys, construction layout, final plat review, boundary surveys, preparation of sketches and legal descriptions, right-of-ways field staking, mapping and other survey and mapping projects as are normally performed by professional surveying firms.

Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both the experience and capability of particular personnel, who will actually perform the work. Consultants should indicate all sub consultants proposed to be utilized and indicate their experience with this type of work and capability of the particular personnel who will actually perform the work.

Successful consultants will meet the following requirements:

1. Be able to provide crews competent in topographic surveys, construction layout and as-built surveys.
2. Produce all work in AutoCAD compliant with the city's CAD standards in force at the time of the issuance of the task order.
3. Have sufficient support staff, technicians, clerks, word processors and etc. to effectively process and deliver the work product in electronic format as well as paper.
4. Be accountable for all quality control associated with work performed for the city under the terms of this agreement.
5. Be able to meet the agreed deadlines for the projects assigned.
6. Have access to and the expertise to operate GPS equipment to provide geographical or State Plane coordinate locations of control points or features as required.
7. Have sufficient supervisory and project management personnel to be able to attend reasonably scheduled meetings for project management, construction coordination and other project related issues during normal working hours.

Work will be allocated on a rotation basis with consideration to past performance and responsiveness and the availability of the surveying services in the time frame required.

Proposers, both corporate and individual, must be fully licensed for the type of work to be performed in the State of Florida at the time of RFQ receipt. Licenses must remain current during contract term with the City. Professional License number(s) must be identified in all proposals. The proposal of any proposer that is not fully licensed and certified shall be rejected.

Consultants shall carry and provide the City proof of General Liability, Professional Liability, and Workers Compensation Insurance as per the specified limits in Part VII B. Insurance Requirements.

PART III PROPOSAL DUE DATE

Sealed proposals must be received at City Hall, 50 Bald Eagle Drive, City of Marco Island, no later than noon on March 28, 2011.

Firms or individuals desiring to provide professional services for this project shall submit (a) **six (6)** copies of the Qualifications Package and (b) one (1) CD containing the entire submittal.

Mr. Bob Creighton
Purchasing/Contracts Manager
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

Phone: (239) 389-5011
Fax: (239) 389-4359
Email: bcreighton@cityofmarcoisland.com

All submittals must be provided in a soft report cover. **No 3 ring binders, please.**

All Qualifications Packages shall be sealed in envelopes plainly marked on the outside:

- Firms Name
- Contact Person/Phone
- RFQ name and number.

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

PART IV SUBMISSION OF PROPOSAL

Incurred Expenses

The City is not responsible for any expenses which proposers may incur preparing and submitting letters of interest and qualifications packages called for in this Request for Qualifications.

Interviews

The City reserves the right to conduct personal interviews or required presentations of any of the proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

Proposal Acknowledgement

By submitting a qualifications package, the proposer certifies that he/she has fully read and understands the qualifications instructions and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Signature Requirements

Proposals must be signed by duly, authorized officials(s) of the proposing firm. Joint ventures or teams submitting proposals, although permitted, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Acceptance/Rejection/Modifications to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the evaluation process.

Compensation

The City may use lump sum, standard-billing rates or direct labor times an effective labor multiplier, method of compensation.

PART V INFORMATION REQUIRED OF PROPOSER QUALIFICATION REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the qualifications packages be organized in the manner specified. The proposals should be assembled in the order listed below and utilize the headings given. The Statement of Qualification shall not exceed 25 pages. The City values brevity. The 25-page limit does not include the Cover Letter or the Table of Contents. No 3-ring binders, please.

Cover Letter – two pages

The Cover Letter should include the name of the person(s) who will be authorized to make representations for the proposer, their title(s), office location, telephone number(s), and email address.

Table of Contents – one page

Consultant's Team

This section should identify the project staffing plan, and resumes each of the Technical experts. An organization chart that identifies those individuals that will be most directly involved with the City's projects should be included. The chart should identify each person's home office. Identify the officer-in-charge/client service manager/officer-in-charge that will be responsible for day-to-day communication and coordination with the City.

Firm Experience

The proposer should present recent (within the last five years), relative firm experience that is most similar to the requested scope of services. Emphasis should be on projects performed for Florida clients.

Project Manager's Experience

The proposer should provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project managers for the City. Individuals must have a minimum of five (5) years' experience in the discipline and must have served as project manager on similar projects on a minimum of three previous occasions.

Understanding City Needs

This section should include a statement as to the proposers understanding of the City's needs as it relates to the Technical Area of Interest.

Office Location

Office location is frequently an indication of the ability of the consulting firm to attend short or impromptu meetings and to be responsive to time critical tasks.

Descriptions should be included of primary project office location, address, and phone numbers of the officer-in-charge, Project Manager(s), and each Technical Specialist(s).

Contact information for direct contact personnel must include:

Phone Number

Fax Number

Email Address

Office Address

Mailing Address

References

A list of five (5) client references within the last five years should include name, address, telephone number, and contact person, with email address. References should be associated with projects similar to those indicated in the scope of work.

Other Information included within the 25 page limit

This section should include any other information the proposer considers pertinent for consideration.

Other Information not included within the 25 page limit.

Include Proof of Insurance, applicable business and professional licenses and any other required forms or documents.

PART VI PROPOSAL EVALUATION AND REVIEW PROCEDURE

Review of the Qualifications Packages, will be performed by a selection committee, the members of which is determined by the City Manager. The areas of consideration for determining the most qualified firm(s) or individual(s) include the following:

	<u>Max Pts</u>
• Qualifications and Expertise of Consultant's Team with Similar Work	20
• Qualifications and Expertise of the Firm with Similar Projects	20
• Project Manager's Experience and Expertise	20
• Understanding of City's Needs	15
• References	15
• Location Considerations	10

The City's selection committee(s) will evaluate the submittals and create a ranking of those firms. The short listed firms **may** then be invited to make presentations to the City at a future date. The presentations provide an opportunity for the proposer to clarify the qualifications package, and detail the proposed project approach for an assignment to the City. The oral presentation will be incorporated into the final ranking of the listed firms' overall evaluation. After deliberation, the City staff will make a final recommendation to City Council of the most qualified firms.

PART VII
STANDARD AGREEMENT
&
FORMS

- A. General Conditions & Instructions to Proposers**
- B. Insurance Requirements**
- C. Declaration Statement**
- D. Bidder's and Insurance Agent Statement**
- E. Statement of Litigation, Awards and Fees**
- F. Proposers Check List**

**A.. GENERAL CONDITIONS
&
INSTRUCTIONS TO PROPOSERS**

Section 1. Definitions

1.1 The term "Owner" used herein refers to the City Council of the City of Marco Island, or the City Manager as its duly authorized representative.

1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative.

1.3 The term "Design Professional" refers to the licensed professional engineer or architect who is under contract with the Owner for the purpose of designing and/or monitoring construction of the project. Any or all duties of the Design Professional referenced under this Agreement may be assumed at any time by the Project Manager on behalf of the Owner. Conversely, the Project Manager may formally assign any of his/her duties specified in this agreement to the Design Professional.

1.4 The term "Proposer" used herein means a duly authorized firm that submits a proposal directly to the Owner in response to this solicitation.

1.5 The term "Successful Proposer" means the most qualified, most responsible and most responsive Proposer who is awarded the contract by the City, on the basis of the Owner's evaluation.

1.6 The term "RFQ" includes the Legal Advertisement, the Instructions to Proposers, the Rate Schedule and the Contract Documents as defined in the Agreement. The term "Proposal Documents" shall be deemed to mean the same as and shall be used interchangeably with the terms "Contract Bidding Documents" and "Contract Documents".

1.7 The term "Rate Schedule" shall mean a **completed Rate Schedule, bound in the Proposal Documents**, properly signed, providing the Owner a proposed cost for providing the services or Work required in the Contract Bidding Documents.

Section 2. Preparation of Statement of Qualification

2.1 The RFQ must be submitted with the standard forms herein furnished by the Owner (as contained in these RFQ Documents). The Proposer shall complete the RFQ in ink or by typewriter and shall sign the RFQ documents and RFQ correctly. The bid may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind.

Proposals must be submitted in sealed envelopes, marked w and shall be addressed to the City of Marco Island, Purchasing/ Contracts Manager, 50 Bald Eagle Drive, Marco Island, Florida 34145. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope addressed as above. Proposals received **at the location**

specified herein after the time specified for RFQ opening will be returned to the Proposer unopened and shall not be considered.

Section 3. Bid Deposit Requirements

Not Required

Section 4. Right to Reject Proposals

4.1 The Owner reserves the right to reject any and all RFQ or to waive informalities and negotiate directly with the apparent lowest and most qualified Proposer to such extent as may be necessary for budgetary reasons.

Section 5. Signing of Statements of Qualifications

5.1 RFQs submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

5.2 RFQ proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Proposer is an individual, his/her signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the RFQ.

5.5 All RFQs shall have names typed or printed below all signatures.

5.6 All RFQs shall state the Proposer's state license number as well as the type of license.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the RFQ as irregular or unauthorized.

Section 6. Withdrawal of Proposals

6.1 Any RFQ may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by Owner prior to Proposal Opening. The withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Proposal prior to the time specified for Bid opening.

Section 7. Late Submittals

7.1 No Proposal shall be accepted if it is submitted and received after the time specified in the Legal Advertisement. The time clock to be used to determine the time of day at any moment and the specified time for the Proposal opening shall be that instrument owned or used by the Owner for the designated Proposal opening. For the purposes of the designated Proposal opening, the Owner's time clock shall be assumed to be correct and accurate.

Section 8. Interpretation of Contract Documents

8.1 No interpretation of the meaning of the plans, specifications or other RFQ Documents shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing, addressed to the Purchasing/Contracts Manager, to be given consideration. All such requests for interpretations or clarification must be received at least five (5) calendar days prior to the Proposal opening date. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, shall be sent by mail or fax to all known Proposers at their respective addresses furnished for such purposes no later than two (2) working days prior to the date fixed for the opening of Proposals. Such written addenda shall be binding on Proposer and shall become a part of the Submittal

8.2 It shall be the responsibility of each Proposer to ascertain, prior to submitting its Proposal, that it has received all addenda issued and it shall acknowledge same in its Proposal.

Section 9. Examination of Site and Contract Documents

9.1 By executing and submitting its RFQ, each proposer certifies that it has:

- a. Examined all proposal Documents and stated requirements thoroughly;
- b. Visited the city to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Proposer, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

Section 10. Award of Contract

10.1 Any prospective proposer who desires to protest any aspect(s) or provision(s) of the proposal invitation shall file his protest with the City Manager in writing prior to the time of the bid opening.

10.2 Award of contract shall be made to the most responsive and most qualified Proposer, determined on the basis of the entire Proposal and the Owner's investigations of the Proposer. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing/ Contracts Manager of the Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Proposal documents.

Section 11. Sales Tax

11.1 The City of Marco Island, Florida as a political subdivision of the State of Florida is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful proposers will be provided a copy of City of Marco Island's Certificate of Exemption (#21-00-044524-54C) upon contract award. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the City. By submittal of a properly executed response to a Proposal from the City of Marco Island, Florida the proposer is acknowledging that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The City of Marco Island is also exempt from most Federal excise taxes. By submittal of a properly executed response to a Proposal from the City of Marco Island, Florida, the proposer is acknowledging that it is aware of its responsibilities for Federal excise taxes.

Section 12. Exclusion of City Permits in Bid Prices

12.1 The successful proposer shall be responsible for procuring and paying for all necessary permits not procured or obtained by the City of Marco Island pursuant to the prosecution of the Work. For example, the successful proposer will be required to obtain City permits and/or County permits for electrical hook-ups for field construction offices, material and equipment storage compounds, rock blasting activities, and similar activities attendant to the contractor's operations in performance of the Work. However, a City right-of-way permit is not required.

Section 13
Offer Extended to Other Governmental Entities

13.1 Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

B. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- (1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents.
- (2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
- (3) Coverage shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by Owner or as specified in this Agreement, whichever is longer. Required insurance coverages shall apply to all Work specified in the Contract Documents for the bridge, roadway, utility, and waterway construction items.
- (4) Certificates of insurance acceptable to Owner shall be filed with Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional.
- (5) Contractor and/or its insurance carrier shall provide 30 days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or Contractor.
- (6) All insurance coverage of Contractor/Consultant/Professional shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project.
- (7) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
- (8) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractors work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by Owner.
- (9) Should at any time Contractor/Consultant/Professional not maintain the insurance coverage required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge Contractor for such coverage's purchased. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

(10) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, Contractor/Consultant/Professional shall furnish to the Owner, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE shall be maintained by Contractor/Consultant/Professional during the term of this Agreement for all employees engaged in the work or services under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Workers' Compensation – Florida Statutory Requirements
- b. Employers' Liability (check one)
 X \$1,000,000 Each Accident

The insurance company shall waive its Rights of Subrogation against Owner and the policy shall be so endorsed.

COMMERCIAL GENERAL LIABILITY

(1) Commercial General Liability Insurance shall be maintained by Contractor/Consultant/Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Limits of Liability shall not be less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by Owner.

In the event Contractor subcontracts any part or all of the Work hereunder to any third party, Contractor shall require each and every subcontractor to identify the City of Marco Island as an additional insured on all insurance policies as required by Contractor. Any contract awarded by Contractor for work under this Agreement shall include a provision whereby Contractor's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the City of Marco Island harmless from all damages arising in connection with Contractor's subcontract.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.

PROPERTY INSURANCE - BUILDERS RISK

(1) Owner shall purchase and maintain in a company or companies lawfully authorized to do business in the State of Florida and in the City, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of Owner, Contractor, Subcontractors, Sub-subcontractors and Material Suppliers in the Work.

(2) Property insurance shall be on an all-risk policy form and, at Owner's option, shall cover reasonable compensation for Professional's services and expenses required as a result of such insured loss. At Owner's option, flood insurance will also be purchased.

(3) The property insurance provided by Owner requires minimum deductibles and Contractor shall pay costs not covered by the deductibles. The responsibility of Contractor for any deductible associated with the all-risk policy described above shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents. The responsibility of Contractor for any deductible associated with the flood insurance identified herein, if purchased by Owner, shall be limited to a maximum of \$1,000 for each occurrence unless higher deductibles are identified in Exhibit C of the Contract Documents.

(4) This property insurance shall cover portions of the Work stored off the site after written approval of Owner at the value established in the approval, and also portions of the Work in transit.

(5) Boiler and Machinery Insurance. Owner shall have the option of purchasing and maintaining boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by Owner. If purchased this insurance shall include interests of Owner, Contractor, Subcontractors and Sub-contractors in the Work.

(6) Waivers of Subrogation. Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Professional, Professional's consultants, for damages caused by fire or other perils to the extent

covered by property insurance obtained pursuant to this exhibit or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide waivers of subrogation by endorsement or otherwise.

(7) A loss insured under Owner's property insurance shall be adjusted by Owner as fiduciary and made payable to Owner as fiduciary for the insured, as their interests may appear.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall be maintained by Contractor/Consultant/Professional for ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than \$1,000,000 Bodily Injury & Property Damage.

UMBRELLA LIABILITY

(1) Umbrella Liability may be maintained as part of the liability insurance of Contractor/Consultant/Professional and, if so, such shall be in addition to and in excess of any Employers' Liability, Commercial General Liability, Automobile Liability and Professional Liability coverage's and shall include all coverage's on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying coverage due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

OTHER INSURANCE

Due to the special nature of some projects (such as working on, under or above water), additional insurance coverage may be required.

If the below is checked, that specified insurance is also required.

Other Insurance as indicated below:

LONGSHOREMAN, HARBORWORKERS OR JONES ACT

Required by this Agreement? ____ Yes __x__ No

a. Longshoreman & Harborworkers **\$ Statutory Limits**

b. Jones Act: Either under the Protection
& Indemnity coverage or under separate
cover in the limits of not less than **\$ 1,000,000**

**** Not Required if working from shore. Otherwise, it is required***

POLLUTION AND REMEDIATION LIABILITY INSURANCE

Required by this Agreement? ___ Yes ___√___ No

(1) Contractor/Professional/Consultant shall maintain:

- a. Pollution and Remediation Liability Insurance including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the Project as outlined in this Agreement. Such coverage shall apply specifically to the contracting services/scope of work as outlined in this Agreement and shall include but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the project);
- b. Remediation Legal Liability/Expense (expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the Project, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the property to the condition it was in prior to the Remediation Expense to the extent required by Federal, State, Local or Provincial laws, regulations or statutes or any subsequent amendments thereof); and
- c. Transportation Legal Liability/Expense – Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by Contractor/professional/Consultant of product or waste of Owner to its final delivery point as specified under this Agreement.

(2) Limits Required:

Each Loss or Expense	\$2,000,000
Annual Aggregate	\$4,000,000

The Annual Aggregate limit shall apply separately to this project.

- (3) If coverage is provided on a "Claims Made" form as opposed to an "Occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.
- (4) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by City.
- (5) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

- (6) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.
- (7) The City of Marco Island must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability.
- (8) The City of Marco Island shall be named as the Certificate Holder. NOTE: The "Certificate Holder" should read as follows:

The City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

- (9) **Thirty (30) Days Cancellation Notice is required.**
-

C. DECLARATION STATEMENT

RFQ No. 11-015

Full Name of Proposer: _____

Main Business Address: _____

Telephone No.: _____ Fax No. _____

Email Address: _____@_____

State License# _____ Type _____

To: City Manager, City of Marco Island, Florida
(hereinafter called the Owner)

The undersigned, as Proposer hereby declares that he has examined the Scope of Services, and informed himself fully in regard to all conditions pertaining to the work to be done. The Proposer further declares that the only persons, company or parties interested in this Proposal or the RFQ to be entered into as principals are named herein; that the Proposal is made without connection with any other person, company or companies making a Proposal; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Request for Qualifications **11-015** as issued by The City of Marco Island on **February 17, 2011**. The undersigned do agree that should his firm is offered a contract, to execute that contract and present the same to the Purchasing/ Contracts Manager for approval within fifteen (15) days after being notified of the award. The undersigned do further agree that failure to execute and deliver said forms of Contract within fifteen (15) days will result in damages to the City.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor's Signature (Full Name)
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day
_____, 201__ in the City of _____, in the State of _____.

Firm's **Complete Legal** Name

Check one of the following:

- ☐ Sole Proprietorship
☐ Corporation or P.A.
☐ Limited Partnership
☐ General Partnership

Phone No. _____

FAX No. _____

Address

City, State, Zip

BY: _____
Typed and Written Signature

Title

D. BIDDER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance may be required within ten (10) business days of the award of bid.

Bidder

Insurance Agency

Signature of Bidder

Signature of Bidder’s Agent

Contractor

By:_____

Date:_____

Its_____

E. STATEMENT OF LITIGATION, AWARDS AND FEES

STATEMENT OF LITIGATION

Litigation information: Identify any pending litigation or litigation completed in the last five-years. Identify lawsuit by name, number, date filed, parties, and your claim or participation.

Volume of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest volume of work on The City of Marco Island projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the proposer, subject to verification at the City's option. See below. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

Once the final ranking has been compiled, the Selection committee will choose the short listed firms based on consensus, and not necessarily by the final ranking order of the firms.

Fees

List total fees for work done on all The City of Marco Island Government projects in the past five (5) years, whether as an individual firm or as part of a joint venture. Fees must be listed individually by RFQ or project and then summarized as a total dollar amount. Attach additional page if necessary.

\$_____ **Total Fees for work done on all The City of Marco Island projects**

F. PROPOSERS CHECK LIST
THIS SHEET MUST BE SIGNED BY VENDOR

The City of Marco Island, Florida
Purchasing Department

PROPOSERS CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your proposal.

Proposer should check off each of the following items as the necessary action is completed:

1. The RFQ has been signed.
2. Any required drawings, descriptive literature, etc. have been included.
3. Any addenda have been signed and included.
4. The mailing envelope has been addressed to:
Purchasing/ Contracts Manager
The City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
10. The mailing envelope must be sealed and marked with:
 - **RFQ 11-015**
 - **RFQ Title; Surveying Services**
 - **Due Date: Noon on March 28, 2011**
11. The proposal must be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise RFQ cannot be considered.)

ALL COURIER DELIVERED BIDS/PROPOSALS MUST HAVE THE BID/RFQ 11-015 AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name

Signature & Title

Date: _____