



Finance Department; Purchasing Division
Request for Statements of Qualifications, Invitation to Negotiate

Solicitation Number: RFQ 10/11-21
Sanford Riverwalk Phase II.

Date Issued: August 9, 2011
Opening Date and Time: September 8, 2011 at 2:00 p.m. (Nonpublic Opening)

Opening Location: Purchasing Office, City of Sanford, City Hall, Room 236

The City of Sanford, Florida hereby requests statements of qualifications from qualified firms to provide professional services associated with the design and construction of a 12'-14' wide, 3.06 mile long waterfront trail along US 17-92 on Lake Monroe in Sanford. The estimated project amount **\$6,900,000**. All contacts during the solicitation and evaluation stage of this request must be addressed to the City of Sanford Purchasing Office.

It is noted that this request is to initiate proceedings to ultimately establish a contract for the identified service using competitive negotiation procedures in compliance with section 287.055 of florida statutes known as the "consultants' competitive negotiation act."(ccna)

Submission Documents, addenda, short lists, tabulation reports, subsequent awards, etc. may be found and downloaded from the Onvia DemandStar internet site - the official posting site for solicitations issued by the City of Sanford. This site can be accessed through the City of Sanford's web site: www.sanfordfl.gov. Select more menu options, then select Purchasing then General- Bids and RFP's. Click on www.demandstar.com , complete the profile, then follow the instructions to the file location. It is highly recommended that all Firms interested in submitting a response complete this step to ensure that notifications regarding addenda be automatically provided.

The City of Sanford assumes no responsibility in case of omissions, conflict, missing notifications regarding addenda, posting of results or other relevant notifications from sites or sources other than the site indicated above.

Submissions delivered after the date and time indicated above will not be opened or otherwise considered. Please note that facsimile, telegraph, email submissions not enclosed in a sealed envelope and/or lacking original signatures will not be considered.

Persons who need assistance to participate in any of these proceedings are to contact the ADA Coordinator, at 407.688.5025, 48 hours in advance of the meeting.

Respectfully,

F. WILLIAM SMITH, Purchasing Manager

Mailing Address
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City Commission

Jeff Triplett
Mayor

Mark McCarty
District 1

Dr. Velma H. Williams
District 2

Randy Jones
District 3

Patricia Mahany
District 4, Vice Mayor

City Manager
Thomas George, Acting

Purchasing Manager
F. William Smith

Additional Project Information Continued on Page 2

The project calls for a 3.06 mile long, 12'-14' wide concrete/asphalt trail and retaining walls and rip-rap along Lake Monroe complementary in design of the existing Sanford RiverWalk, involving urbanized and natural themes capitalizing on the vistas of Lake Monroe for pristine and enjoyable sense of place for pedestrians. The design concepts consists of some seawall and bridge installation, trail artistic themes and enhancements, structural and natural themed overlooks and pull-offs. Design will generally include a 12'-14' wide concrete/asphalt trail with an associated retaining wall, approximately 1600' of seawall and pre-fabricated concrete bridge installation, structural and natural pull-offs and overlooks, hardscaping and landscaping, signalized cross-walks, utilities, educational heritage markers.

The project and focus area includes a continuation of the award winning Sanford RiverWalk on US 17/92, potentially a Florida Scenic Highway in Sanford Florida along Lake Monroe of the pristine St. Johns River in Sanford, Florida. The design for placemaking themes along the trail is imperative for the enjoyment of the community of a linear park design and as such, the make-up of the designs should be consistent with the intended conceptual designs already in progress as details and the experience are paramount along the trail. Special emphasis will include elements for community and venue connectivity along the trail with particular attention to the importance for scenic vistas in a natural to structural setting. Some design elements may include heritage markers public art, benches, trash receptacles. Evaluation of firms will include consideration of experience in linear park placemaking and therefore, firms are encouraged to submit examples of previously completed projects complimentary in nature and of award winning quality. Preference will be given to firms with experience in the practice of livability, walkability and urban design principles as promoted by Dr. Suzanne Leonard of livablecommunities.org.

GENERAL SUBMISSION INSTRUCTIONS

INTRODUCTION: The City of Sanford hereby requests and invites qualified Consultants to submit statements of qualifications to participate in a competitive process in which the City will select an A and E firm to provide professional services associated with the design and construction of a 12' - 14' wide, 3.06 mile long waterfront trail along US 17-92 on Lake Monroe in Sanford.

It is **PREREQUISITE** that the selected Consultant(s)/Firm(s) be certified by the Florida Department of Transportation (FDOT) as a Prequalified Consultant(s) for "Unlimited Projects" applicable to types of work including, but, not limited to: **Group 3. Highway Design**-Type of Work 3.1: Minor Highway Design, 3.2 and 3.3: Major Highway Design and Controlled Access Highway, **Group 7. Traffic Operations Design**-Type of Work 7.1: Signing, Pavement Marking, and Channelization, 7.2:Lighting, 7.3: Signalization, **Group 8. Surveying and Mapping**-Type of Work 8.1: Control Surveying, 8.2: Design, Right of Way, and Construction Surveying, 8.4: Right of Way Mapping, **Group 10. CEI**-Type of Work 10.1: Roadway CEI, **Group 14. Architect Group 15: Landscape Architect**. It is noted that this requirement cannot be negotiated or waived. Also, all scheduling related to this solicitation is at the discretion of the City of Sanford, FL.

The project calls for a 3.06 mile long, 12' - 14' wide concrete trail and retaining walls and rip-rap along Lake Monroe complementary in design of the existing Sanford RiverWalk, involving urbanized and natural themes capitalizing on the vistas of Lake Monroe for pristine and enjoyable sense of place for pedestrians. The design concepts consists of some seawall and bridge installation, trail artistic themes and enhancements, structural and natural themed overlooks and pull-offs. Design will generally include a 12' - 14' wide concrete trail with an associated retaining wall, approximately 1600' of seawall and pre-fabricated concrete bridge installation, structural and natural pull-offs and overlooks, hardscaping and landscaping and educational heritage markers.

The project and focus area includes a continuation of the award winning Sanford RiverWalk on US 17/92, potentially a Florida Scenic Highway in Sanford Florida along Lake Monroe of the pristine St. Johns River in Sanford, Florida. The design for placemaking themes along the trail is imperative for the enjoyment of the community of a linear park design and as such, the make-up of the designs should be consistent with the intended conceptual designs already in progress as details and the experience are paramount along the trail. Special emphasis will include elements for community and venue connectivity along the trial with particular attention to the importance for scenic vistas in a natural to structural setting. Some design elements may include heritage markers public art, benches, trash receptacles. Evaluation of firms will include consideration of experience in linear park placemaking and therefore, firms are encouraged to submit examples of previously completed projects complimentary in nature and of award winning quality. Preference will be given to firms with experience in the practice of livability, walkability and urban design principles as promoted by Dr. Suzanne Leonard of livablecommunities.org.

1. PREPARATION OF SUBMISSIONS:

A. Firms submitting a response to this request will be referred to herein as Respondent(s). Respondents who are preparing a response to this request are expected to examine this request including all relevant forms, terms, conditions, and instructions. All costs associated with preparation and submission of the statements of qualifications and any other information shall be borne entirely by the Respondent(s).

B. Time is of the essence in the delivery of response to this solicitation and any other information or documentation as may be requested by the City in the evaluation and/or award process.

C. Submissions and modifications thereof shall be enclosed in sealed envelopes, with the required forms, addressed to the office specified in the Invitation, with the name and address of the Responder, the date and hour of opening, and the Invitation Number on the face of the envelope. Submissions received after the stated time and date will be returned to the sender unopened.

D. **A “black-out-period” is hereby established for the time frame between the time the request for statements of qualifications is issued and the City selects the Contractor to perform the service(s) identified by this request.**

(1). It is noted that attempts to contact City Commission members, members of the CCNA Selection Committee or City employees other than through the indicated contact person(s) during this procurement process is contrary the public interest due to the potential to distort, compromise and get in the way of the City’s decision making process. Therefore, attempts to contact, fraternize, or influence personnel indicated above may result in disqualification of a responding firm.

E. QUESTIONS: It is the responsibility of the Respondent(s) to carefully examine the documents and information requested, provided or contained herein before and after and to report any ambiguities or inconsistencies to F. William Smith, Purchasing Manager at least seven(7) days prior to the submission deadline. Any Respondent who is in doubt as to the true meaning of any part of the Solicitation Documents, or finds a discrepancy or omission therein, may contact F. William Smith, Purchasing Manager no less than seven(7) days prior to the submission deadline for an interpretation or correction. Questions or inquiries seven(7) days or less from the submission will not receive a response. This in no way relieves the Respondent of the responsibility of completeness, correctness and

accuracy of response to this request. **Only interpretation, instructions or correction(s) given, in writing, by the Purchasing Manager, F. William Smith will be binding upon the City.** Respondents are hereby notified that no other source is authorized to give information concerning explaining and/or interpreting this Request.

Questions must be submitted in writing and may be submitted via fax or email. The attached RFI Form is the vehicle to be used when submitting questions or requests for information.

- F. Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified pursuant to the law, regulations governing the City Policy and standards and practices in the discipline(s) applicable to this solicitation.
- (1) Among the factors to be considered and evaluated in making this finding are the capabilities, adequacy of personnel, past record, experience of the firm or individual and other factors determined by the City to be applicable to the subject project. Additionally, the City will consider such factors as to whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during actual negotiations.
 - (2) The City reserves the right to declare any Respondent ineligible at any time during the process where developments arise which adversely affect the Respondent's responsibility. Also, failure of a Respondent to observe any of the instructions and conditions contained herein before and after may constitute grounds for rejection of the relevant response.
- G. The City reserves the right to conduct any investigation and consider any evidence relevant to the qualifications and capabilities of Respondent(s) to perform the work contemplated. The investigation may include, but is not limited to, a detailed review of references, current and previous entities for whom similar work has been performed, an inspection of the Respondent's facilities, equipment, personnel and any other evidence including financial, technical and other qualifications and abilities of the Respondent

H. The City reserves the right to cancel a solicitation at any time prior to award, to reject any and all responses and/or portions thereof.

I. The Respondent must submit evidence of registration with the Florida Department of Business and Professional Regulations (DBPR). The current license is the preferred form of documentation.

(1) If the Respondent is a corporation, it must provide proof that it is properly chartered with the Florida Department of State. A current Corporate Certificate of Status from the Florida Department of State is the preferred form of documentation.

J. PROHIBITION AGAINST CONTINGENT FEES.--

(1) The architect (or registered surveyor and mapper or professional engineer, as applicable warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect, registered surveyor, mapper, or professional engineer, as applicable, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect, registered surveyor, mapper or professional engineer, as applicable, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement resulting from this solicitation. "For the breach or violation of this provision, the CITY shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2. COMPETITIVE SELECTION:

The City will evaluate current statements of qualifications along with performance data on file together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

A. The City will select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City will consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget

requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

- (1). The City will not request, accept, and consider proposals for the compensation to be paid under the contract except during the actual competitive negotiation phase of the process. **Do not submit compensation proposals unless and until specifically asked for them.**
3. Respondents are advised to carefully follow the instructions contained herein in to be considered fully responsive to this solicitation. Compliance with all requirements will be solely the responsibility of the Respondent. Failure to provide requested information and to follow the outline provided may result in disqualification of his/her response.
4. **SUBMISSION DELIVERABLES:** The **submission shall be unbound printed on 8 1/2 " x 11" white paper, printed on one side.** Items which do not conform to this requirement may be discarded and not be considered. The Respondent warrants its response to this Request for Professional Services to be fully disclosed, complete and correct and in compliance with this request for professional services. All responses must contain direct responses to the following questions or requests for information and be organized so that specific questions and responses are readily identifiable and in the same sequence as outlined below.
 - A. Letter of Interest--**Limited to no more than three(3) pages, 8 1/2" x 11", printed on one side.**
 - B. Standard Forms--SF 330 Current and Appropriately Completed. A copy is attached to this solicitation.
 - C. The content of the Response shall present a clear, comprehensive and well-documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements of the design, construction engineering and inspection services and the processes used therein. Delineate the firm's understanding of the project, approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project. The Proposer shall demonstrate how the requirements and provisions of a design will be implemented with requirements pursuant to the implementation approach.

Provide a description of how the Project team can coordinate and expedite the design process, permitting process, utility and work by sub-

Consultants to ensure quality control under the schedule using project planning methodology. The Respondent shall describe steps to plan, administer, coordinate and complete all requirements of a design project with emphasis on design quality control and construction quality assurance and efficient implementation.

- D. Using form SANFPUR 32604 provide a summary listing consisting of experience germane to projects in which the Respondent under the name in which this response is being submitted has performed services indicated in this request during the last ten (10) years.
- E. Provide qualifications and experience for staff, such as licenses and/or certifications, which may include resumes specific to project team, and the skills necessary to complete these services.

Identify and provide qualifications and experience of sub-consultants, relevant to this project. It is preferred for the sub-consultant to have worked with the prime consultant on previous projects and demonstrated their ability to be part of the design team. Specifically identify the management plan, and provide an Organizational Chart depicting the team for this project to include roles and responsibilities in relation to similar projects. The management plan shall describe, at a minimum, the proposer's basic approach to management of the project, to include reporting hierarchy of staff and sub-Consultants, clarify the individuals responsible for the coordination of the separate components of the scope of work.

- F.. Innovative approaches to design and construction, as it relates to the project.
- G. Provide the location of the firm's office that will support the activities associated with the project under consideration. Include the physical address, mailing address, phone number,
- H. Provide a listing of the Proposer's current and projected workload, to include a graph or other informational diagram/format indicating the allocated and available man-hours. This information should indicate commitment of staff available for this project, with forecasted plans.
- I. Provide documentation of any Certification by Office of Supplier Diversity held by the Firm.

Provide information regarding total dollar volume of work performed by the Firm for The CITY during the last three years.

- J. Proposal Submission Form.
- K. Disputes Disclosure Form.
- L. Drug Free Work Place Form.
- M. Conflict of Interest Statement.
- N. Florida Statutes, on Public Entity Crimes.
- O. Certification of Non Segregated Facilities.
- P. Insurance Requirements Form.
- Q. Compliance With The Public Records Law
- R. Respondents Qualification Statement
- S. Truth In Negotiation, To Be Submitted Upon Request by the CITY of Sanford (Do not submit with Response)
- T. Projects Completed, See Item D.
- U. RFI. For Respondents Submission(s) of questions until seven (7) days prior to opening (Do not submit with Response)

***The submittals indicated above shall be attached in the same order as listed above. Any information provided in addition must be inserted after the information indicated above as separate item.**

5. The submission package shall consist of:

- (1) One set with original signatures.**
- (2) Ten (10) hard copies of the submission**
- (3) One electronic “Thumb Drive” and one electronic disc in pdf format containing “all” submissions as specified above.**

6. EVALUATION OF PROPOSALS:

The Evaluation Committee will evaluate all responses received by the City for the submittal data set forth in this solicitation as amended by addenda on the basis of the criteria below and as provided herein. A determination of ranking of the three most highly qualified firms will be made by the Evaluation Committee based

on the following criteria. The City shall be the sole judge of its own best interests, the submissions, discussions, presentations, and the resulting agreement. The City's decisions shall be final.

- A. Other Assessments. The City reserves the right to evaluate, prior to making an award, current financial statements and data from the Respondents, the ability to comply with required schedule, past record of integrity and past record of performance. The Evaluation Committee will evaluate each submittal against the requirements of the solicitation.
- B. The context of the above factors the submissions will be evaluated and initially ranked. At least the top ranked three Firms will be placed on the short list for further review and evaluation.
- C. Additional criteria, factors, submissions and information required to be submitted by companies on the shortlist will be provided at the time the shortlist is released to the public.
 - (1). Oral presentations by Respondents included on the shortlist will be scheduled by and at the pleasure of the evaluation panel. Requests for additional information or other appointments are not encouraged at this time, but, may be addressed to the Purchasing Manger using an RFI.
 - (2). Upon completion of the oral presentations and evaluations of the short listed firms the initial rankings will re reconsidered and adjusted as deemed appropriate by the evaluation panel.
 - (3). The City will enter into negotiations with Respondent ranked number one in an effort to establish a contract for the identified services. If a "meetings of the minds" occurs, the process is complete. If agreement cannot be reached with the Respondent ranked number one, negotiations will be broken off and entered into with the Respondent ranked number two. The process repeats itself in this fashion until an agreement is reached. It is noted that once negotiations are broken-off with an Respondent, negotiations shall not be reopened with that Respondent. This will be done in accordance with Florida Statute 287.055

CONSULTANT EVALUATION AND SELECTION FACTORS INCLUDING WEIGHTING

| CRITERIA | Criteria No. | RAW SCORE Applicable Criteria level No. | TOTAL POINTS |
|--|--------------|---|-----------------|
| <p>Ability of Firm and its Professional Personnel: A. Outline qualifications and experience of the firm, to include accreditation, licenses and awards with attention given to qualifications and experience for staff, such as licenses and/or certifications, which may include resumes.</p> <ul style="list-style-type: none"> ● Identify and provide qualifications and experience of sub-consultants, relevant to this project ● Provide an Organizational Chart for Project Team ● Emphasis on Dr. Suzanne Leonard's Principles for livable communities. <p>(4-20 points)</p> | 1 | A. __ _____ | _____ |
| <p>Experience with Projects of a Similar Type and Size: A. Provide a list of successfully completed projects for similar work experience within the past ten[10] years (1-5 points). B. Provide a maximum of four [4] references for similar ongoing services (1-5points).</p> | 2 | A. __ B. __ _____ | _____ |
| <p>Firms Willingness and Ability to meet Schedule and Budget Requirements: A. Has ability to coordinate and expedite work to ensure quality control under an accelerated schedule (1-5 points)</p> | 3 | A. __ _____ | _____ |
| <p>Effect of Recent Current and Projected Workload A. Proposer's current and projected workload (1-5 points).</p> | 4 | A __ _____ | _____ |
| <p>Effect of Project Team's Location A. Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia will receive (5 points). Firms located within the State of Florida will receive (2 points). Firm located outside Florida (0 points)</p> | 5 | A. __ _____ | _____ |
| <p>Firm's Creativity A. Overall comprehensiveness, value engineering and novel approaches to design and construction. (3-15 points).</p> | 6 | A. __ _____ | _____ |
| <p>Firm's Overall Technical Competence (Pre and Post Presentation) A. Innovative considerations and thrust which enhance completed project as related to the goals and desired results of the City including historic, art, cultural and placemaking thrusts. (Up to 10 points pre and Up to 10 points post with a possible total of 20 points for total pre and post). (Note- The City, as delegated, will develop a list of goals, considerations and thrusts relevant to the project.)</p> | 7 | A. __ Pre _____ | _____ |
| | | A. __ Post _____ | _____ |
| <p>Firm's Overall Interactive Competence (Post Presentation) A. Firm's overall interactive competence (5 points)</p> | 8 | A __ _____ | _____ |
| <p>Other: *Scores for this item are set by the City of Sanford Purchasing Division. A. Certification by Office of Supplier Diversity (2points) B. Firm's Percent of work performed for City, relative to the competing firms, during the last three years</p> | 9 | A. _____ B. _____ _____ | _____ |

Total Score _____

Scorer: _____ **Firm Being Scored** _____

SIGNATURE OF SCORER _____

Evaluation Criteria- Primarily Applicable to Professional Services

Evaluation Criteria 1 Ability of Firm and its Professional Personnel

- 4 Project team personnel do not have appropriate level of experience. Project team does not contain all necessary disciplines. Organization of project team inappropriate.
- 8 Most project team personnel have the proper level or experience. Project team contains all but one necessary discipline. Organization of project team is adequate to the project.
- 12 All project team personnel have the proper level of experience. Project team contains all necessary disciplines. Organization of project team is adequate to the project.
- 16 All project team personnel have the proper level of experience and the project manager is uniquely qualified. Project Team contains all necessary disciplines. Organization of project team is adequate to the project.
- 20 All projects team personnel have the proper level of experience and several are uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate for the project.

Evaluation Criteria 2- Firm's Experience with Projects of a Similar Type and Size.

- 1 No successful experience with similar type projects.
- 2 Successful experience with 1-2 similar type projects.
- 3 Successful experience with 3-5 similar type projects at least one of which has been in the past 2 years.
- 4 Successful experience with more then 5 similar type projects. 1-2 of which are the same type and size as the proposed project.
- 5 Successful experience with more than 5 similar type projects, 3 or more of which are the same size as the propose project.

Evaluation Criteria 3- Firm's Willingness and Ability to meet Schedule and Budget Requirement's.

- 1 Submittals does not address either the schedule or budget
- 2 Submittals show a longer schedule than in the RFP.
- 3 Submittals show schedule same as in the RFP.
- 4 Submittals show same or better schedule than the RFP.
- 5 Submittals show as improved schedule over the RFP.

Evaluation Criteria 4- Effect of Firms Recent Current and Projected Workload

- 1 Submittals show that consultant does not have sufficient available personnel to complete project on schedule.
- 2 Submittals show that consultant will have to work overtime to complete project on schedule.

- 3 Submittals show that consultant has adequate time and available personnel to complete project on schedule.
- 4 Submittals show that consultant's project team has adequate time and available personnel to complete project on schedule.
- 5 Submittals show that consultant's project team has no or very light current or projected workload (not as a result of any adverse circumstance relating to the quality of the consultant's work or the conduct of the consultant).

Evaluation Criteria 5-Effects of Projects Team Location

"Local" means that the consultant maintains a bona fide office in any county within the Central Florida Area - the counties of Brevard, Lake, Orange, Osceola, Seminole, and Volusia).

- 1 Non-local location of most of project team including the Project Manager may adversely affect work quality and schedule.
- 2 Non-local location of some of project team (project manager local) may adversely affect work quality and schedule.
- 3 One or two key elements of projects teams are non-locals and may adversely affect work quality or schedule.
- 4 Only minor elements of projects team are non-local and probably will not affect work quality or schedule.
- 5 All of the project team is local.

Evaluation Criteria 6 – Firm's Creativity

- 3 Creative content adapting or utilizing existing concepts.
- 6 Creative content with minimal original or existing concepts.
- 9 Creative content of original design elements and features.
- 12 Creative original content of novel and innovative ideas.
- 15 Creative response of exceptional content of original and innovative ideas and meeting or exceeding the projects goals and objectives.

Evaluation Criteria 7 – Firm's Overall Technical Competence

- 2 Proposal presents an overall basic comprehensive design and engineering understanding.
- 4 Proposal presents an above-average comprehensive design and engineering understanding and project elements.
- 6 Proposal provides a solid approach and comprehensive understanding of all design and engineering elements.
- 8 Proposal provides a superior and comprehensive approach in understanding of all design and engineering elements offering some novel and value engineering ideas.

- 10 Proposal provides exceptional and complete understanding of all project design and engineering elements with exceedingly novel and value-engineering items.

Evaluation of Presentation - Evaluation Criteria 8 – Firm’s Overall Interactive Competence

- 1 Presentation reflects that though the firm has good credentials, they are weak as related to the specifics of the project at hand.
- 2 Presentation reflects an overall very basic ability of having comprehensive design and engineering understanding.
- 3 Presentation reflects a solid to above-average comprehensive design and engineering understanding and project elements.
- 4 Presentation provides a superior and comprehensive approach in understanding of all design and engineering elements offering some novel and value engineering ideas.
- 5 Presentation reflects exceptional content of original and innovative ideas and meeting or exceeding the projects goals and objectives.

Other

Evaluation Criteria 9 – The following items are set - The scoring for this section will be provided by the City of Sanford Purchasing Division.

1. Certification by Office of Supplier Diversity (points).
2. Percentage of work performed for City during the last three

Response Submission Form

PART 1 General

1.01 Description

The following Request for Statements of Qualifications, for the (1) RFQ 10/11-21 Sanford RiverWalk Phase II, Sanford, Florida RiverWalk Scenic Trail Architectural and Engineering Services. This Response is submitted by (2) _____

(1) Title and Solicitation number as shown in the Invitation

(2) Name, address, telephone, fax number and email of Proposer.

1.02 The Undersigned:

A. Acknowledges receipt of:

Addenda: Number _____ Dated _____
Number _____ Dated _____

B. Has examined the Solicitation Documents and understands that in submitting his/her Response, he/she waives all right to plead any misunderstanding regarding the same.

C. Understands that the responsibility for delivering the submission to the CITY on or before the specified date and time will be solely and strictly the responsibility of the Respondent. The City will not be responsible for delays caused by the United States Postal Office or a delay caused by any other occurrence. Offers by telephone, fax, email or other electronic means will not be accepted. It is understood that any deviation from a completed, signed (original signatures) proposal delivered on or before the designated time, date and place, as provided herein, to the City will be resolved against the individual or firm submitting the response.

D. Agrees:

1. To hold this Offer open for **60** calendar days after the opening date.
2. By signing this document the responding individual or firm hereby agrees to negotiate in good faith, to be bound by specifications, terms, conditions, scheduling, pricing and representations as stated and submitted with this form and/or as established by subsequent negotiations. However, it is understood that the City reserves the right to declare any submission nonresponsive if exceptions to specifications, terms, conditions, etc. of the solicitation are not acceptable in the opinion of the City to meet the requirements of said solicitation.
3. To enter into and execute a contract with the City, if awarded on the basis of this Offer and/or subsequent negotiations agreed upon by the City and the Bidder/Proposer.
4. To accomplish the work or service in accordance with any Contract resulting from this request.

1.03 Miscellaneous Requirements and Affirmations

Statements of Qualifications shall be submitted using the attached forms and in compliance with the instructions provided with this request.

● **Number of originals and complete copies to submit:**

- a. **One original and 10 copies and one electronic thumb drive in pdf format all in one package, to City as indicated below- see items 2 and 3 of the solicitation for details.**

1.04 Protests

Protests, if any, shall be submitted in compliance with City Purchasing Policy in all respects. Failure to file protest to the Purchasing Manager within the requirements and time prescribed by the Purchasing Policy of the City of Sanford, shall constitute a waiver of proceedings.

1.05 SUBMITTED, signed and sealed this _____ day of _____

Bidder/Proposer By (Signature)

Date

Printed Name and Title

Corporate/Company Seal

On the Envelope Containing Your Submission:

The Return address – Your Company Name and Address

Address or Deliver To:

William Smith, Purchasing Manager

City of Sanford

P.O. Box 1788 (300 N. Park Avenue, Room 236)

Sanford, FL 32772

In the Lower Left Corner of the Envelope, Provide the Following:

RFQ Number: RFQ 10/11-21 Sanford RiverWalk Phase II, Sanford, Florida RiverWalk Scenic Trail
Architectural and Engineering Services

Open Date: September 8, 2011 Open Time: 2:00 p.m.

This Form Must Be Completed and Returned with your Submission

Disputes Disclosure Form

Answer the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? _____ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

Firm

Authorized Signature

Date

Printed or Typed Name and Title

FORM NO. DSPT 12.204

This Form Must Be Completed and Returned with your Submission

Drug-Free Work Place

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that the company named below does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Firm

Authorized Signature

Date

Printed or Typed Name and Title

Florida Statutes On Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The City

by _____ on behalf of _____

whose business address is: _____

and (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 statement: _____).

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, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand the "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 guilt or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one 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 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.

5. 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 and which bids or applies to bid on contracts 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.

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after 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 the management of the entity, or any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity was 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 Administrative Hearings 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 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)

(date)

State of Florida
County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or
___ Produced identification:

(Type of Identification Produced)
___ DID take an oath, or
___ DID NOT take an oath.

Certification of Non-Segregated Facilities

By affixing his signature to this form, the Respondent/Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

By: _____

Print Name

Title

Official Address:

FORM NO. SFAC 16.204

This Form Must Be Completed and Returned with your Submission



INSURANCE REQUIREMENTS OUTLINED BELOW APPLICABLE TO CONTRACTS FOR SERVICES WHEN THE CONTRACTOR PERFORMS ON OR OFF CITY PREMISES

When contract cost exceeds \$500,000; exceeds 180 days; unusual hazards exist

- The CONTRACTOR bidder shall be **required** to provide, to the City of Sanford "City," **prior commencing** any work, a Certificate of Insurance which verifies coverage in **full** compliance with the requirements outlined below. **Any work initiated without completion of this requirement shall be unauthorized and the City will not be responsible (Ref: item 17, standard terms and conditions included with City of Sanford Purchase Order).**
- The City reserves the right, as conditions warrant, to modify or increase insurance requirements outlined below as may be determined by the project, conditions and exposure.

Outline of Requirements:

| COVERAGE REQUIRED | UP TO VENDOR POLICY MAXIMUMS, BUT WITH MINIMUM POLICY LIMITS OF: |
|---|--|
| Workers' Compensation *Certificates of exemption are not acceptable in lieu of workers compensation insurance | Employers Liability \$ 1,000,000 Each Accident \$ 1,000,000 Disease \$ 1,000,000 |
| Commercial General <i>Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors, Explosion; Collapse; Underground</i> | \$ 3,000,000 Per Occurrence \$ 3,000,000 General Aggregate |
| Comprehensive Auto Liability, CSL, <i>shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.</i> | \$ 3,000,000 Combined Single Limit \$ 3,000,000 General Aggregate |
| Professional Liability (When Required) | \$ 1,000,000 Minimum |
| Builder's Risk (When Required) shall include theft and sinkholes, off site storage, transit, installation, and equipment breakdown. Permission to occupy shall be included and the policy must be endorsed to cover the interest of all parties including the City of Sanford, all contractors and subcontractors. (When Required) | 100% of completed value of additions and structures |

Specific Requirements:

It is noted that the City has a contractual relationship with the named vendor, contractor, consultant or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the City of Sanford, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the City to meet all contractual obligations and expectations of the City. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the City will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the City harmless. It is understood that the Contractor may satisfy relief to the City for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the City will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are **minimum limits acceptable** to the City. Also, all **contractor policies shall to be considered primary to City coverage** and shall not Contain co-insurance provisions.
 - All policies shall name the **City of Sanford as Additional Insured**, except for professional liability policies and workers compensation policies.
 - **Professional Liability** Coverage, when applicable, will be defined on a case by case basis.
 - In the event that the insurance coverage expires prior to the completion of the project, a **renewal certificate shall be issued 30 days prior to said expiration date.**
 - **All limits are per occurrence** and must include Bodily Injury and Property Damage.
 - **All policies must be written on occurrence form**, not on claims made Form, except for Professional liability.
 - **Self insured retentions** shall not be allowed on any liability coverage.
 - In the **notification of cancellation:** The City of Sanford shall be endorsed onto the policy as a cancellation notice recipient. **Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered to the City of Sanford in accordance with the policy provisions.**
 - All insurers must have an **A.M. Best rating of at least A-VII.**
 - It is the responsibility of the Contractor to responsible to ensure that all **Subcontractors retained by the Prime Contractor shall provide coverage** as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
 - Any changes to the coverage requirements indicated above shall be approved by the City of Sanford, Risk Manager
 - **Address of “Certificate Holder” is:** City of Sanford; Attention: Purchasing Manager; P.O. Box 1788 (300 N Park Avenue); Sanford, FL 32771 Phone: 407.688.5028/5030 FAX: 407.688.5021
 - All certificates of insurance, notices, etc. must be provided to the above address.
3. I hereby certify that if the contractor on whose behalf this information is submitted is awarded a contract for any portion of the work contemplated, the insurance requirements outlined above shall be met as required.

Firm

Date

Authorized Signature

Title

This Form Must Be Completed and Returned with your Submission

COMPLIANCE WITH THE PUBLIC RECORDS LAW, 435-11

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers/Bidders must invoke the exemptions to disclosure provided by law as applicable to the response to the solicitation, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the City of Sanford.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend, indemnify and hold the City harmless in the event we are forced to litigate the public records status of the company's documents.

Signature of Affiant Date

Typed or Printed Name of Affiant Title

State of Florida, County of _____ On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or ___ Produced identification

(Type of Identification Produced)

___ DID take an oath, or
___ DID NOT take an oath

This Form Must Be Completed and Returned with your Submission

Americans With Disabilities Act Affidavit 435-8

By executing this Certification, the undersigned CONTRACTOR certifies that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Sanford (CITY).

the CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (AFA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____

Affix Corporate Seal

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ of _____ firm), on behalf of the firm. He/She
is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

This Form Must Be Completed and Returned with your Submission

Non-collusion Affidavit of Offeror/Bidder 435-6

The undersigned, by signing this document hereby certifies that the company named below hereby is or does:

1. States that the entity named below and the individual signing this document has submitted the attached bid or proposal:
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Said bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said bidder or proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, proposer, firm or person to submit a collusive or sham bid or proposal in connection with the Contract for which the attached bid or proposal has been submitted or to refrain from bidding or proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, proposer, firm or person to fix the price or prices in the attached bid or proposal or of any other bidder of proposer, or to fix any overhead, profit or cost element of the bid or proposal price or the bid or proposal price of any other bidder or proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sanford or any person interested in the proposed Contract.
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or proposer or any of its agents, representatives, owners, employees, or parties in interest, including the individual signing this document.

Signature of Affiant Date

Typed or Printed Name of Affiant Title

State of Florida, County of _____ On this _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____
(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or ___ Produced identification

(Type of Identification Produced)

___ DID take an oath, or
___ DID NOT take an oath

SECTION 00436

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE
City of Sanford, Florida**

Name of Project: _____

Bid Number/Contract Number: _____

I, _____ the duly authorized representative/agent of _____, hereinafter referred to as Contractor, by this Affidavit attest to the following:

1. That the Contractor is currently in compliance with and throughout the term of Contract Number _____ will remain in compliance with Executive Order 11-02, issued by the Office of the Governor, State of Florida, requiring the use of the Department of Homeland Security's Status Verification ("E-Verify") System to ensure that all employees of the Contract and the Contractor's subcontractors performing work under the above-listed Contract are legally permitted to work in the United States.
 - a. Each Contractor that performs work under the Project referenced above shall provide the City of Sanford, Florida, a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program.
2. That the Contractor will register and participate in the work status verification for all newly hired employees of the contractor and for all subcontractors performing work on the above-listed Contract.
3. That the Contractor agrees to maintain records of its compliance with the verification requirements as outlined in this Affidavit and, upon request of the any Authority having jurisdiction over the Project, including, but not limited to, the State of Florida, agrees to provide a copy of each such verification to that Authority.
4. That all persons assigned by the Contractor or its subcontractors to perform work under contract Number _____ meet the employment eligibility requirements as established by the Federal Government and the government of the State of Florida.
5. That the Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontracts performing work under Contract Number _____ are legally authorized to work in the United States and the State of Florida constitute a breach of Contract Number _____ for which the City of Sanford may immediately terminate the Contract without notice and without penalty. Contractor further understands and agrees that in the event of such termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the Contractor's breach.
6. That for the purposes of this Affidavit, the following definitions apply:

"Employee" – Any person who is hired to perform work in the State of Florida.

"Status Verification System" – the procedures developed under the Illegal Immigration Reform and Immigration Responsibility Act of 1996, operated by the Department of Homeland Security and known as the "E-Verify Program", or any successor electronic verification system that may replace the E-Verify Program.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

Contractor Name

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who is personally known to me or _____ who has produced _____ as identification.

Print Name

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

This Form Must Be Completed and Returned with your Submission

Offeror's Qualification Statement

SUBMITTED BY: NAME: _____

CHECK ONE: Individual Partnership Corporation Other

1. State the true, exact, correct and complete name of the company, partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is:

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name, Address and Ownership Units of all Partners: _____

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. Information attached: ___Yes ___NA

6. How many years has your organization been in business under its present business name? _____

a. Under what other former names has your organization operated? _____

7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why.

9. State the names, telephone numbers and last known addresses of three (4) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided on similar projects within the last five years (government owners are preferred as references). It is noted that the experience claimed here must be associated with the company named above. Additional or other relevant experience may be included on a separate sheet provided by the offeror. The City reserves the right to require additional information and to conduct any investigation deemed necessary to evaluate the offer and the Offeror being considered for an award.

| (name) | (address) | (phone number) |
|--------|-----------|----------------|
| (name) | (address) | (phone number) |
| (name) | (address) | (phone number) |
| (name) | (address) | (phone number) |

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the percentage owned of each such business and/or individual:

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by the Offeror:

14. State the name of the Surety Company which will be providing the bond, and name and address of agent:

15. Bank References:

| | |
|--------|-----------|
| (bank) | (address) |
| (bank) | (address) |
| (bank) | (address) |

THE INFORMATION INDICATED IN ITEM 16 IS NOT REQUESTED AT THIS TIME, HOWEVER, THE CITY RESERVES THE RIGHT TO REQUEST THIS INFORMATION.

16. Attach a financial statement including Offeror's latest balance sheet and income statement showing the following items:
- a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses).
 - b. Net Fixed Assets
 - c. Other Assets
 - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, accrued salaries, real estate encumbrances and accrued payroll taxes)
 - e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
 - f. State the name of the firm preparing the financial statement and date thereof:
 - g. This financial statement must be for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary). Please note, that the CITY reserves the right to reject financial statement(s) submitted by other than the organization named on page one.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CITY IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature of Affiant Date

Typed or Printed Name of Affiant Title

State of Florida, County of _____. On this _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and _____

(Name(s) of individuals who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

___ Personally known to me, or ___ Produced identification: _____
(Type of Identification Produced)

___ DID take an oath, or ___ DID NOT take an oath.

Form No. SOQ 25.204

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to the City of Sanford, Florida Purchasing and Contracts Division either actually or by specific identification in writing, in support of _____* are accurate, complete, and current as of _____(Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the City of Sanford.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number: _____

**Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

***Insert the day, month, and year of signing.

(End of certificate)

This Form Will Be Required Per CCNA Statutes

**REQUEST FOR INFORMATION (RFI)
CITY**

Date: _____ **RFI No:** RFQ 09/10-20 _____

Name of Firm Submitting RFI: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Requested By: _____

Identification (*must be specific*) of Material Such as Solicitation, Contract or Issue

Question:

Signature and Date: _____

Response Action and Disposition Notes: