

**LEGISLATIVE #**

**120629A**

**MOD**

**COMMUNITY  
REDEVELOPMENT  
AGENCY (CRA)**

---

**Issue Date: September 13, 2012**

**(Non) Mandatory Pre-Proposal Meeting:  
October 3, 2012 @ 9:00 a.m.  
at Room 16, City Hall, 200 East University Avenue  
Gainesville, Florida**

**Proposal Due Date: October 17, 2012 @ 3:00 p.m. local time**

**REQUEST FOR QUALIFICATIONS  
GENERAL ENGINEERING AND CONSULTING  
SERVICES**

**RFQ NO.CRAX130013-DH**

**Purchasing Representative  
Diane Holder, Senior Buyer  
Purchasing Division  
Phone: (352) 334-5021  
Fax: (352) 334-3163  
Email: holderds@cityofgainesville.org**

**City of Gainesville  
P.O. Box 490 MS #32 -- Gainesville, Florida 32602  
200 East University Avenue, Room 339 – Gainesville, Florida 32601**

## Table of Contents

<b>SECTION I – OVERVIEW AND PROCEDURES</b> .....	1
<b>A. INTRODUCTION/BACKGROUND</b> .....	1
<b>B. REQUEST FOR TIME TABLE</b> .....	1
<b>C. SCOPE AND REQUESTED SERVICES</b> .....	2
<b>D. CONSULTANT QUALIFICATIONS</b> .....	2
<b>E. MANDATORY/NON-MANDATORY PRE PROPOSAL</b> .....	3
<b>F. CONTACT BETWEEN SUBMITTER AND CRA</b> .....	3
<b>G. ADDITIONAL INFORMATION/ADDENDA</b> .....	3
<b>H. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS</b> .....	4
<b>I. CITY OFFICE FOR SUBMISSION OF QUALIFICATION</b> .....	4
<b>J. CRA SELECTION PROCEDURES</b> .....	4
<b>K. CRA RESPONSIBILITY</b> .....	5
<b>L. CONDITIONS ESTABLISHED BY THE GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY</b> .....	5
<b>M. OWNERSHIP AND PUBLICATION OF MATERIALS:</b> .....	6
<b>N. SUBMITTER’S COST TO DEVELOP SUBMITTAL</b> .....	6
<b>O. USE OF RFQ REPLY IDEAS</b> .....	6
<b>P. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS</b> .....	6
<b>Q. DISCRIMINATION PROHIBITION</b> .....	6
<b>R. STATEMENT OF QUALIFICATIONS FORMAT</b> .....	6
<b>S. PROPRIETARY INFORMATION</b> .....	7
<b>SECTION II – EVALUATION CRITERIA AND PROCEDURES</b> .....	8
<b>A. SELECTION CRITERIA</b> .....	8
<b>SECTION III – GENERAL PROVISIONS</b> .....	9
<b>A. RIGHTS OF APPEAL</b> .....	9
<b>B. INDEMNIFICATION</b> .....	9
<b>C. DRUGFREE WORKPLACE</b> .....	9
<b>D. PUBLIC ENTITY CRIMES</b> .....	9
<b>E. SOVEREIGN IMMUNITY</b> .....	9
<b>F. APPLICABLE LAW</b> .....	9
<b>G. RECORDS/AUDIT</b> .....	10
<b>H. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES</b> .....	10
<b>DRUG FREE WORKPLACE FORM</b> .....	11
<b>DEBARRED AND SUSPENDED BIDDERS:</b> .....	12
Breach of Contract.....	12
<b>PURCHASING DIVISION SURVEY</b> .....	16

**GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
GENERAL ENGINEERING AND CONSULTING SERVICES**

**RFQ #CRAX130013-DH**

**October 17, 2012 (Due Date)**

**SECTION I – OVERVIEW AND PROCEDURES**

**A. INTRODUCTION/BACKGROUND**

The Gainesville Community Redevelopment Agency (CRA) requests submission of a Statement of Qualifications from qualified professional engineering/consulting firms to provide professional services associated with any of the following: civil, environmental, construction administration, assessments and studies, design, permitting, implementation and structural, mechanical, systems and electrical engineering for CRA projects.

The Gainesville Community Redevelopment Area comprises 5.1 square miles, or approximately 8% of the total area of the City of Gainesville. Funding for CRA projects is drawn from tax increment funds, which are collected from each redevelopment area. The CRA operates in four redevelopment areas: Eastside, Fifth Avenue/Pleasant Street, Downtown and College Park/University Heights. Projects in these areas share a central purpose: to alleviate urban blight and improve economic conditions within the community. The redevelopment objectives and initiatives for each area are embodied in its respective Redevelopment Plan. For more information, visit the CRA website at [www.gainesvillecra.com](http://www.gainesvillecra.com).

The CRA intends to select and enter continuing service contract(s) with professional engineering/consulting firm or firms to perform related services on a wide range of individual projects supporting the Redevelopment Plans for each of the four CRA Redevelopment Areas, as well as any unforeseen projects of same or similar nature.

**B. REQUEST FOR TIME TABLE**

The anticipated schedule for the RFQ and contract approval is as follows:

RFQ available for distribution	September 13, 2012
Non-Mandatory Pre-Proposal Conference	October 3, 2012
Deadline for receipt of questions	October 10, 2012
Deadline for receipt of proposals	October 17, 2012 (3:00 p.m. local time)
Evaluation/Selection process	Week of October 22, 2012
Oral presentations, if conducted	Week of November 5, 2012
Projected award date	November 15, 2012
Projected contract start date	December 1, 2012

### **C. SCOPE AND REQUESTED SERVICES**

The firm(s) selected should be able to provide expertise in the following areas as initially defined on the Federal Standard Form 330, profile code numbers, <http://www.gsa.gov/portal/forms/download/116486>

C08, C10, C16, C18, D04, E09, E13, H04, H08, H11, I01, I05, I06, L02, L05, L06, O01, P05, P07, R04, R06, R12, S05, S09, S10, S11, S13, T02, T04, U02, U03, V01, W01, Z01

CRA, through this Request for Statement of Qualification, is seeking the services of engineering/consulting firms to provide professional services related to planning, designing, constructing, operating and managing any of the many projects contained in the Redevelopment Plans or for unforeseen projects of same or similar nature.

Engineering services and areas of expertise include, but are not limited to: site design; design planning and permitting; utility assessment; electric; fiber/communications; overhead to underground conversions; gas; water/wastewater and stormwater; roadways; sidewalks; multi-use paths; streetscapes; medians; lighting and photometrics; stormwater; development and site plans including single and multi-family residential development, mixed use development, commercial/retail, industrial, institutional, public facilities and associated zoning changes; LEED/Low Impact Development commissioning; modeling and analyses; feasibility analyses; traffic engineering; drainage design; solar infrastructure planning and design; environmental assessments and remediation; stormwater modeling; watershed management; mitigation; wetland delineation; structural; mechanical, electrical and plumbing; subsurface utility engineering and investigation; surveying; GIS and GPS; construction administration and inspection services and drafting criteria for public solicitations.

It is understood that firms responding to this solicitation may not have expertise or experience in all engineering/consulting support activities required by the CRA, but are qualified in the provision of some of the services required. Contracts resulting from this solicitation shall be for an initial term of three (3) years with an option to renew for two (2) additional one (1) year periods.

### **D. CONSULTANT QUALIFICATIONS**

Consultant's firm shall demonstrate that it has experience in in civil, environmental, construction administration, assessments and studies, design, permitting, implementation and structural, mechanical, systems and electrical engineering for CRA-type projects. The firm shall have at least a minimum of five years experience within the firm; in this field.

Consultant's firm shall demonstrate personnel and equipment support necessary for the completion of the requested services in a timely and efficient manner. Where appropriate the Consultant must be able to provide survey information in a format compatible with the Autodesk AutoCADD Land Development Desktop Version 14 Software.

Consultant shall provide proof of insurance in a form acceptable to the CRA, which gives the CRA 30 days written notice (except the CRA will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

Worker's Compensation Insurance to the extent required by Florida Statute 440.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The CRA shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the CRA as additional insured.

**Automobile Liability Insurance**

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

Consultant's firm shall demonstrate that it complies with all applicable State and Federal professional licensing laws.

By submitting the Statement of Qualifications, the consultant's firm certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

### **E. NON-MANDATORY PRE PROPOSAL**

A non-mandatory pre-proposal conference has been scheduled for 9:00 a.m. on October 3, 2012 at Room 16, City Hall, 200 East University Avenue, Gainesville, FL. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

### **F. CONTACT BETWEEN SUBMITTER AND CRA**

The contact person for this RFQ is Diane Holder, Senior Buyer, Purchasing Division, City of Gainesville, P.O. Box 490, Mail Station 32, Gainesville, FL 32602, Telephone No. (352) 334-5021, FAX No.: (352) 334-3163. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City and CRA prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City or CRA officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the city of Gainesville purchasing division and the time City or CRA officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by city or CRA officials and employees, except as authorized by procurement documents.

### **G. ADDITIONAL INFORMATION/ADDENDA**

Requests for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the Qualification Due Date for the Statements of Qualifications. The request must contain the submitter's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Qualification Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

## **H. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

## **I. CITY OFFICE FOR SUBMISSION OF QUALIFICATION**

One (1) original and six copies (total of seven) of the Statements of Qualifications should be delivered to the Purchasing Division, Room 339, City Hall, 200 East University Avenue, Gainesville, FL 32601, by 3:00 p.m.(local time), October 17, 2012. Qualifications may also be mailed to the Purchasing Division, P.O. Box 490, Mail Station #32, Gainesville, FL 32602, and must be received by 3:00 p.m. (local time), October 17, 2012.

The statement of qualifications shall be clearly labeled:

Statement of Qualifications for

Request for Qualifications for General Engineering and Consulting Services

The City will receive sealed Statements of Qualifications until 3:00 p.m. (local time) on October 17, 2012. Any Statement of Qualifications received after this time, as determined at the bid opening location of 200 East University Avenue, Room 339, Gainesville, FL 32601, will not be considered and will be returned unopened.

## **J. CRA SELECTION PROCEDURES**

The firm or firms will be selected from qualified firms submitting statements as further described in Section R, "Statement of Qualifications Format" of this RFQ. A copy of the consultant's current Florida Professional Registration Certificate must be provided. If the consultant is a corporation, it must be registered to conduct business in Florida.

Evaluation and selection of the consulting firm will be in accordance with the requirements of the Consultants' Competitive Negotiations Act (CCNA) and the CRA's and City's RFQ Policy as stated herein. A brief description of this process follows:

The CRA shall first evaluate Statements of Qualifications and upon review and evaluation the CRA will select no less than three (3) firms for further discussion or presentations based on rankings. The shortlisted firms shall then further detail their qualifications, approach to the services and ability to furnish the required services during the presentation.

The CRA shall then select and rank no less than three (3) firms in order of preference who are deemed to be the most highly qualified to perform the required services, based on the professional evaluation handbook. The CRA Board will then be requested to approve the ranking and authorize contract negotiation and execution as per CCNA.

The CRA will negotiate a contract with the top ranked firm or firms for professional services. Should the CRA be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified firm. Should the CRA be unable to negotiate a satisfactory contract with any of the selected firms, then the CRA shall select additional firms from those whose Statements of Qualifications are on file in order of their competence.

## **K. CRA RESPONSIBILITY**

The CRA will be responsible for providing the following information to selected consultant(s) for each potential project:

1. A thorough Scope of Work for the project.
2. All information that's available in the CRA files for said project.
3. All known design parameters or requirements
4. Schedule of all public meetings related to said projects
5. Assign a Project Manager for the project which the Consultant is to coordinate with

The obligations of the CRA as to any funding required pursuant to the Contract shall be limited by an obligation in any given fiscal year to budget and appropriate from legally available sums in its redevelopment trust fund, pursuant to the requirements of §163.387 Florida Statutes, the funding that is required during that fiscal year. Notwithstanding the foregoing, the CRA shall not be prohibited from pledging any legally available revenues in its redevelopment trust fund for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CRA pursuant to this Agreement.

## **L. CONDITIONS ESTABLISHED BY THE GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY**

**Late submittals:** Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.

**Rejection of submittal:** The CRA reserves the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the CRA. The CRA reserves the right to award the contract in the best interest of the CRA.

All materials submitted in response to the RFQ become the property of the CRA and will be returned only at the option of the CRA.



The City reserves the right to award Contracts to one or more firm/consultant, as determined to be in the best interest of the CRA.

#### **M. OWNERSHIP AND PUBLICATION OF MATERIALS:**

All reports, information, data, and other materials prepared by the Consultant pursuant to contracts arising from this Request for Statement of Qualifications, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the Consultant and the CRA. The CRA has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the CRA's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part pursuant to contracts arising from this Request for Statement of Qualifications may be copyrighted or patented in the United States or in any other country without the prior written approval of the CRA.

#### **N. SUBMITTER'S COST TO DEVELOP SUBMITTAL**

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the CRA.

#### **O. USE OF RFQ REPLY IDEAS**

The CRA has the right to use any or all information presented in any response to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

#### **P. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS**

In the event that your organization decides not to submit a Statement of Qualifications, the CRA would appreciate your advising the Purchasing Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard CRA survey form.

#### **Q. DISCRIMINATION PROHIBITION**

No person shall, on the grounds race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

#### **R. STATEMENT OF QUALIFICATIONS FORMAT**

The Statement of Qualifications must be submitted in the following format:

**Project Understanding and Approach:** Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to CRA requests for specific project proposals.

Proposed Project Staff: Identify the key personnel who will be directly assigned to this service. State the qualifications and related experience of each member of the proposed project team of engineers and surveyors. Complete the enclosed standard form (SF) 330 including information on each team member for the project.

Qualifications of Firm: Use the enclosed form, Standard Form (SF) 330, to provide pertinent information about the firm and related experience with similar projects. In addition, the firm should identify its total number of technical and professional personnel by discipline and training and further describe the total workload during the service period. Indicate what resources (professional and technical time) the firm would have available to allocate to the services.

## **S. PROPRIETARY INFORMATION**

Responses to this Request for Qualifications, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119 be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

## SECTION II – EVALUATION CRITERIA AND PROCEDURES

### A. SELECTION CRITERIA

The following criteria will be utilized by the CRA to evaluate and select no less three (3) firms who will be interviewed/invited to make presentations prior to final ranking of firms. Staff will evaluate the interviews/presentations and its recommendation submitted to the Community Redevelopment Agency via the Executive Director.

#### 1. SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. Evaluators will evaluate the proposals in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The CRA shall consider the ability of the firm's professional personnel; willingness to meet time and budget requirements; workload; location; past performance; volume of previous work with the CRA; and location. The Evaluation process provides a structured means for consideration of all these areas.

#### 2. Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The CRA will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

#### 3. Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the services and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager, and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

#### 4. Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the services. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The CRA will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

## **SECTION III – GENERAL PROVISIONS**

### **A. RIGHTS OF APPEAL**

Participants in the RFQ solicitation may protest RFQ specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

### **B. INDEMNIFICATION**

The Consultant shall agree to indemnify and hold harmless the CRA, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant and other persons employed or utilized by the consultant in the performance of the contract

### **C. DRUGFREE WORKPLACE**

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### **D. PUBLIC ENTITY CRIMES**

For your information Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### **E. SOVEREIGN IMMUNITY**

Nothing in this Request or any contract entered into with CRA shall be interpreted as a waiver of the CRA's sovereign immunity granted under Section 768.28, Florida Statutes.

### **F. APPLICABLE LAW**

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida.

## **G. RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CRA. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

## **H. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES**

The Community Redevelopment Agency specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_

Bidder's Signature

\_\_\_\_\_

Date

**DEBARRED AND SUSPENDED BIDDERS:**  
**Breach of Contract**

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;  
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the CRA.

2. General.

Debarment and suspension are measures which may be invoked by the CRA either to exclude or to disqualify bidders and contractors from participation in CRA contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the CRA and not for punishment. To assure the CRA the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the CRA, and should preclude awards only for the probably duration of the period of non-responsibility.

2.1 Definitions.

(a) "Debarment" means, in general, an exclusion from CRA contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.

(b) "Suspension" means a disqualification from CRA contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.

(c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.

(d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.

(e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

(f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

(a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.

(b) The list shall show as a minimum the following information:

(1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;

(2) the basis of authority for each action;

(3) the extent of restrictions imposed; and,

(4) the termination date for each debarred or suspended listing.

(c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by Purchasing Department as debarred or suspended shall be treated as follows.

(a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the Community Redevelopment Agency, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.

(b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the CRA before the subcontract is made, unless it

is determined by the CRA to grant approval Community Redevelopment Agency essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

#### 5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.

##### (a) Causes

(1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.

(3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the CRA to be so serious as to justify debarment action:

(i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;

(ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.

(5) Debarment by any other governmental agency.

##### (b) Conditions.

(1) Debarment for any of the causes set forth in this section shall be made only upon approval of Purchasing.

(2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.

(3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exist). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.

(4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by Purchasing.

(5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

#### 5.1 Period of Debarment.

(a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.

(b) A debarment may be removed or the period thereof may be reduced by the Executive Director upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The Executive Director may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

#### 6. Suspension of Bidders.

(a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of



credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the Executive Director as described in Section 5.1(b).

#### 6.1 Causes and Conditions Under Which the CRA May Suspend Contractors

(a) Purchasing may, in the interest of the CRA, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a CRA contractor.

#### 6.2 Period of Suspension.

(a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

#### 7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

#### 8. Notice of Debarment or Suspension.

When Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

#### 9. Response to Notice of Debarment or Suspension.

(a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the CRA of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.

(b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.

(c) If a hearing is requested, it shall be conducted by the Executive Director. The hearing will be held at a location convenient to the CRA as determined by the Executive Director and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the Executive Director. After consideration of the facts, the Executive Director shall notify the firm or individual of the final decision.

(d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

(a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the CRA that the bidder or its affiliates have committed any act which would have been cause for debarment.

(b) If after a contract is awarded and performance has been begun the CRA discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the CRA may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

(c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the CRA discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the CRA may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

**CRA OF GAINESVILLE  
GENERAL GOVERNMENT  
PURCHASING DIVISION SURVEY  
STATEMENT OF QUALIFICATIONS**

RFQ: CRAX130013-DH

DUE DATE: October 17, 2012  
@ 3:00 p.m., local time

SEALED BID ON: Request for Statement of Qualifications for General Engineering and Consulting Services

IF YOU DO NOT RESPOND

Please check the appropriate or explain:

- |       |     |  |
|-------|-----|--|
| _____ | 1.  | Not enough RFQ response time.                      |
| _____ | 2.  | Specifications not clear.                          |
| _____ | 3.  | Do not submit RFQs to Municipalities.              |
| _____ | 4.  | Current work load does not permit time to respond. |
| _____ | 5.  | Delay in payment from Governmental agencies.       |
| _____ | 6.  | Do not handle this item.                           |
| _____ | 7.0 | Other:   |

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_