

REQUEST FOR QUALIFICATIONS (RFQ)

**City of Cocoa, Florida
ENGINEERING SERVICES
FOR
DESIGN, PERMITTING, AND SERVICES DURING
CONSTRUCTION FOR UTILITY CONVEYANCE
SYSTEMS UPGRADES AND EXPANSION**



BID NO. Q-23-12-COC

Published February 8, 2023

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ # Q-23-01-COC

Table of Contents

1. INTRODUCTION	3
2. STANDARD TERMS & CONDITIONS.....	4
3. SPECIAL CONDITIONS.....	8
4. STANDARD INSURANCE REQUIREMENTS.....	10
5. GENERAL INFORMATION.....	12
6. SCOPE OF SERVICES.....	12
7. SIMLAR PROJECTS	13
8. RFQ SUBMITTAL DOCUMENTS.....	14
9. RFQ TIMELINE.....	17
10. PRESENTATIONS	17
11. EVALUATION PROCEDURE AND CRITERIA	18
12. OTHER APPLICABLE MANDATORY CRITERIA	19
RFQ SUBMITTAL ACKNOWLEDGEMENT	21
SECTION I – COVER LETTER.....	24
SECTION II – TABLE OF CONTENTS	25
SECTION III – FIRM’S QUALIFICATIONS	26
SECTION IV – PROJECT TEAM’S QUALIFICATIONS	27
SECTION V - PROJECT EXPERIENCE	34
SECTION VI – PROJECT APPROACH	40
SECTION VII – RESUMES.....	41
SECTION VIII – OTHER REQUIRED FORMS.....	42

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as “City”) is requesting Statements of Qualifications from qualified engineering firms to provide the City with assistance regarding the anticipated design, permitting, and construction for Utility Conveyance Systems, Upgrades, and Expansion. The City’s objective is to select two or more engineering firms (also referred to herein as “Consultant”) to serve as the engineering firm that will be required to assist the City in the design, permitting, and performance of services during construction of Utility conveyance systems upgrade and expansion projects. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other bidding procedures, other engineering/consulting firms to handle identified conveyance utility system projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Thursday, March 23, 2023 Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall, 65 Stone St., Cocoa, Florida will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope **RFQ No. Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION OF UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION.** Respondent’s name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the Respondent may be disqualified.

Respondents shall submit ONE (1) original (marked “ORIGINAL”), Three (3) paper copies and ONE (1) USB copy of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the Respondent’s responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. The RFQ and any Addendums are available online at <http://www.myvendorlink.com>.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will only be transmitted by written addendum.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Questions received after the question due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Respondent in submitting their response. **The deadline for questions is [UPDATE].**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

- 1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.
- 1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.
- 1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).
- 2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.
- 2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Architect or Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional architects or engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Architect or Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Architect or Engineer shall not be made without the prior written approval by the City.
- 2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.
- 2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.
- 2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.
- 2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.
- 2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality or irregularity in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.
- 2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.
- 2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
- 2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.
- 2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

- 2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.
- 2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

- 2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.
- 2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.
- 2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlink at <https://www.myvendorlink.com/>. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page <http://www.cocoafl.org>, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties."

- 3.4. **LIMITATION OF LIABILITY STATEMENT** – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

- 3.5. **PROPOSER EXPENSES** - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).
- 3.6. **REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:** The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.
- 3.7. **TERMS:** Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task based orders will be issued subject to deadlines mutually agreed to by the parties. The term of the any Contract will

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

not exceed three (3) years with up to two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "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 (or registered surveyor and 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 (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each 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.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms **MUST** provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

4.1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS
FOR CONTRACTS VALUED AT \$15,000 OR MORE:**

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000.00 and with a deductible not greater than \$5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

**4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
CONTRACTS:**

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

**4.4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL
PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:**

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate, with a deductible not greater than \$50,000.00. For professional liability insurance written on a "claims-made" basis, the Professional shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under the Agreement and Task Orders.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance or "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemicals being brought onto City property as required by the City's Safety and Loss Control Program.

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as “the proposal”) from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other procedures to select other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City’s best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm(s) selected will serve as the City’s consultant for its utilities conveyance engineering design, permitting and services during construction including, but not limited to, the services described in the Scope of Services. The selected consultant(s) will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select two or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firms and will attempt to divide the work between the firms as equitably as possible based on the projects to be executed under this Contract, the performance of the engineering firms under this Contract, and the specific expertise and experience of the firms required for the individual projects. The City reserves the right to award task orders at the City’s sole discretion as it deems to be in the City’s best interest regardless of the overall distribution of work to the selected engineering firms.

The selected engineering firms will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the City and consultant. During presentations, Respondents are required to list and introduce by resume all lead members of their team, and there will be specific requirements for the engineering firm’s selected project manager and project engineer.

6. SCOPE OF SERVICES

The selected engineering firms may be asked to perform any engineering services related to utilities conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection, and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The engineering services that are required for the conveyance projects shall include, but are not limited to the following:

1. Planning Evaluations/Studies
 - a. Land availability
 - b. Pipeline route identification
 - c. Hydraulic modeling for pipeline sizing
2. Geotechnical Investigations

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- a. Provide laboratory testing data report that includes soil boring logs with classifications and technical criteria
3. Ecological Investigations
 - a. Wetland and endangered species identification
4. Land Surveying Services/Aerial Photography
 - a. Topographic survey including right of ways and easements
5. GIS Support
6. Materials Testing
7. Condition Assessment of Pipelines and Conveyance Systems
8. Public Information Assistance
9. Cost Estimating Services
10. Grants assistance and state/federal funding assistance
11. Permitting Services
 - a. Prepare and submit required project related permit applications and supporting documentation
 - b. Responses to all Agency Requests for Additional Information (RAI)
12. SCADA services per the City's Control Systems Configuration Standards for duplex and triplex transfer/lift stations
13. Design Services
 - a. 30 percent design completion submittals
 - b. 60 percent design completion submittals
 - c. 90/100 percent design completion submittals
14. Bidding Support Services
 - a. Pre-bid Conference attendance
 - b. Question response and issuance of addendums
 - c. Bid review
15. Construction Phase Services
 - a. Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
 - b. Periodic site visits
 - c. Testing
 - d. Certification of construction
 - e. Record drawings
 - f. Resident engineer, if required
 - g. Construction management and inspection, if required
 - h. Startup assistance/training
 - i. O&M Manual Preparation, if required
 - j. Additional services as requested

NOTE: Any of the services referenced above may be tasked to one of the selected engineering firms or to other engineering firms or consultants selected by the City at its sole discretion. The City reserves the right to solicit proposals for any capital project and to award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this request for qualifications.

7. SIMILAR PROJECTS

For purposes of this RFQ, similar projects for Respondent evaluation shall include:

- **Project Type A- Potable water distribution pipeline project.** The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.

- **Project Type B- Potable Water transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan, and assessing results to determining remaining life of an asset.
- **Project Type D- Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E- Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", Three (3) paper copies and One (1) USB copy of the proposal. Response submissions must be received by the City of Cocoa on or before 3:00 P.M., Thursday, March 23, 2023.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-IX. Each section will be separated using divider tabs and the response will be bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

including the designated project manager and project engineer and statements addressing the following:

- 1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
- 2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
- 3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
- 4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
- 5) The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
- 6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
- 7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team's qualifications and experience (**Limited to 1 page**)
- Provide an organizational chart designating the following (**Limited to 1 page**):
 - Principal-In-Charge who will be the City's point of contact with the Consulting Firm for Contract Management purposes;
 - Project Manager who will manage all of the projects/tasks related to this RFQ and serve as main point of contact for project interaction;
 - Project Engineer who will serve as the Engineer of Record, and Project Manager for individual projects and tasks;
 - Key Engineering and Construction Services Personnel; and
 - List all sub-consultants that the Firm anticipates using as part of this RFQ.
- **Prepare Form A for the Proposed Project Manager.** Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Manager that has experience in multiple Project Types.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

this RFQ, as identified in the above **Section 7. Similar Projects**, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Engineer that has experience in multiple Project Types.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Consultant shall ensure that the basic description of the similar project *includes both identification* of the Similar Project Type (e.g., Project Type A, B, C, D, or E) *and* all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. Further, greater points will be awarded for a proposed Project Team that has experience in multiple Project Types. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on project team relating to specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RFQ form template where provided.

- 1) Location **(form provided)**. Provide the Company/Firm's Office, and the residences of both the Project Manager and Project Engineer and identify whether these locations are within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida.
- 2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
- 3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
- 4) Scrutinized Company Certification **(form provided)**
- 5) Drug Free Workplace Form **(form provided)**
- 6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
- 7) Non-Collusion/Lobbying Certification **(form provided)**
- 8) Organizational Information **(form provided)**
- 9) E-Verify Affidavit **(form provided)**
- 10) FEMA Rider **(form provided)**
- 11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
- 12) Business Reference List **(form provided)**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 13) Standard Terms and Conditions/Special Condition Modification Requests (**Proposer provided letter detailing exceptions**)
- 14) Copy of business licenses
- 15) Certificates of Insurance (see RFQ terms 4.1-4.6)
- 16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements.'

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; do not use three ring binders; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers and the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule		
STEP	STAGE	DATE
1	RFQ Published and Advertised	Wednesday, February 8, 2023
2	Deadline for Respondent Questions	Wednesday, March 1, 2023
3	Responses/Addendum Issued by City	Friday, March 10, 2023
4	RFQ Submission Deadline	Thursday, March 23, 2023
5	Advisory Selection Committee Short List Ranking and Selection for Presentations (if needed)	TBD
6	Presentations (if needed)	TBD
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	Wednesday, April 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Ranking and Selection for Contract Negotiations	Tuesday, April 25, 2023
9	Contract Award by Council if negotiations successful	Tuesday, May 23, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee shall schedule three or more of the top ranked firms for presentations.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared, and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time, and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts, subject to successful contract negotiations, under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

- 1- Firm's Qualifications (Section III) – 23 Points
- 2-Project Team's Qualifications (Section IV, VII) – 25 Points
- 3- Experience and Performance (Section V) – 25 Points
- 4- Project Approach (Section VI) – 10 Points
- 5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

- 6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 pts)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process, Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into contracts with a minimum of the top two (2) most qualified Consultants, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the top two most qualified Consultants; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination."

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section IX Affidavit):

- 1) The firm is licensed to practice in Florida and said license is in good standing.
 - 2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- 3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE “NOT APPLICABLE” AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

RFQ SUBMITTAL ACKNOWLEDGEMENT



Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:
Wednesday, February 8, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:
Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT:

Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name:	List of Deviations (if any) attached Yes___ No___
Address:	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	_____
Primary Contact:	
Phone Number:	
E-Mail Address:	
FEIN Number:	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-12-COC ENGINEERING SERVICES FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION**. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature	Date

Name of Respondent

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION I – COVER LETTER

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION II – TABLE OF CONTENTS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

SECTION III – FIRM’S QUALIFICATIONS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

SECTION IV – PROJECT TEAM’S QUALIFICATIONS

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)**

Proposed Project Manager: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)**

Proposed Project Manager: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)**

Proposed Project Manager: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 of 3)**

Proposed Project Engineer: Name: _____

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)**

Proposed Project Engineer: Name: _____

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)**

Proposed Project Engineer: Name: _____

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION V - PROJECT EXPERIENCE

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)**

1. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 of 5)**

2. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 of 5)**

3. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 of 5)**

4. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 of 5)**

5. Project Name:

Owner:

Reference Name, Address, Phone Number, Email Address:

Project Type (A,B, C, D, or E) and Description:

Design or Consulting Fee: _____

Design or Consulting Completion Date (month/year): _____

Construction Cost: _____

Construction Completion Date: _____

Firm: _____

Summary of Work:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VI – PROJECT APPROACH

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VII – RESUMES

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

SECTION VIII – OTHER REQUIRED FORMS

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND
PROJECT ENGINEER**

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. Current domicile of Project Manager:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

2. Current domicile of Project Engineer:

Name	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

3. Firm's Office Location:

Company	_____
Address	_____
City, State, Zip	_____
County	_____
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ☐ Yes ☐ No	

**CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC**

**AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT
ENGINEER**

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	Name of Proposer
Typed or Printed Full Name	Date
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF
COCOA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT

AMOUNT PAID

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT

AMOUNT PAID

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC
Print Name: _____

My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

AFFIDAVIT OF OTHER APPLICABLE MANDATORY
CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.
2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.
3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.
4. I am familiar with the current professional licensing status of Respondent.
5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.
6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
7. Based on my personal knowledge and belief, I state as follows:
 - a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and
- c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20__ by _____ [] who is personally known to me, or [] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20__.

NOTARY PUBLIC
Print Name:

My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. [215.473](#); or
 - 2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(Authorized Signature)

(Printed Name and Title)

(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (____) physical presence or (____) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature) State of _____ at Large (Seal)

(Print Name) My commission expires: _____

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:

Sudan:

1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx> then click on the "Other Links" to the List

or

<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409>

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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, Florida Statutes, 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.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of Signatory

Title

Date

Witness Signature

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**Certification A: Certification Regarding Debarment, Suspension, and
Other Responsibility Matters – Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:		Title:

Page 56 of 70

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is

[Name of entity submitting sworn statement]

_____ and its Federal Employer Identification Number (FEIN) is

_____.

My name is _____ and my relationship to the above is

[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Typed Name of SIGNATORY

Title

Date

Witness Signature

Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

Title_____

Date_____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or stamped

My Commission Expires: _____

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: <https://www.dol.gov/agencies/whd/government-contracts/construction>. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland “Anti-Kickback” Act*

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. *Compliance with the Contract Work Hours and Safety Standards Act*

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement Not Applicable~~

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- i. This clause does not prohibit contractors from providing—
 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 1. Covered telecommunications equipment or services that:
 - a. Are *not used* as a substantial or essential component of any system; *and*
 - b. Are *not used* as critical technology of any system.
 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3)The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~Copyright and Data Rights~~– Not applicable

~~The Contractor grants to the CITY OF COCOA a paid up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Authorized Signature

Date

Name of Respondent

Title

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-12-COC

**Flow down of Terms and Conditions from the Federal
Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor_Name:

Mailing_Address:

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized Signature

Date

Name of Respondent

Title



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: PURCHASING@COCOAFL.ORG

March 6, 2023

Addendum 1

To the Contract Documents and Specifications:
RFQ # Q-23-12-COC

Engineering Services for Design, Permitting and Services During Construction for
Utility Conveyance Systems Upgrades and Expansion

To All Plan Holders:

The following addresses and provides clarification of the Bidding Documents and Specifications as fully and completely as if the same were fully set forth therein. Receipt of this addendum must be noted on the Receipt of Addendum(s) and Acknowledgement Form.

A. This addendum includes and addresses the following questions:

- A.1.Regarding Project Type C – Condition assessment is a common component of an overall system master plan in which the assessment is done in the early stages of the contract. If the condition assessment work is complete but the contract (future planning scenarios and 20-yr capital improvement plan development) is still on-going , can this be used as a similar project as the work related to Project Type C is complete? The whole project needs to be completed not just a portion.
- A.2.For the project examples, can they include projects whereby the design and permitting are complete, but construction has not commenced or is not complete? If we are just reviewing their work product related to design and permitting that is acceptable. But for engineering construction services the entire construction portion of the project would also need to be complete.
- A.3.In regard to Number 8, Sections 4 and 5, are firms permitted to use projects for Forms A, B, and C that were performed for the City of Cocoa? Experience with the City of Cocoa is acceptable.
- A.4.Will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? Yes, final agreement

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will be negotiated. If there are any known deviations at this time include them on a separate sheet as part of section eight. See RFQ page 17 (section 8, 13).

B. All other Bidding/Contract Documents and Specifications remain unchanged.

Should there be additional questions or clarification needed please contact the Purchasing and Contracts Division at purchasing@cocoaf1.org.

Brian Dale
Purchasing Manger
City of Cocoa

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