



**RFQ #0008-19
MARINE ENGINEERING SERVICES
FOR THE CITY OF FORT MYERS, FL
CONTINUING CONTRACT**

**ELECTRONIC PROPOSALS MUST BE SUBMITTED NO LATER
THAN:**

Friday, February 22, 2019 at 2:00 p.m.

**City of Fort Myers Purchasing & Contracts
Administration Division
2200 Second Street
Fort Myers, Florida 33901
Phone: 239-321-7232
CFMPurchasing@cityftmyers.com**

Disclaimer: The City will not be responsible for the distribution of addenda and/or other information regarding this request if you did not obtain this document directly from City of Fort Myers Purchasing and Contracts Administration Division.



City of Fort Myers Document Management Form

Both pages 1 & 2 need to be signed and returned with your submittal

Page 1 of 2

RFQ Number: # 0008-19

***Project Description: Marine Engineering Services for the
City of Fort Myers, FL - Continuing Contract***

It shall be the firm's responsibility to review this Request for Qualifications Document in its entirety and notify the City of Fort Myers Purchasing & Contracts Administration no later than five (5) days after receipt of the document if there are any pages or pertinent information missing.

**Phone: 239-321-7232
Fax: 239-344-5935
Contact: Kathleen Burke**

I certify that I am authorized to sign this form on behalf of the firm and acknowledge that the document has been reviewed and is complete.

Firm Name: _____

Signature: _____

Printed Name & Title: _____

Date: _____



City of Fort Myers Document Management Form

Page 2 of 2

RFQ Number: 0008-19

***Project Description: Marine Engineering Services for the
 City of Fort Myers, FL - Continuing Contract***

Required Submittal Check List

**It is the requesting firm's responsibility
 to review the submittal request in its entirety & ensure
 that all submittal requirements are met and attached to your proposal.**

Item No	Location	Description		Vendor Check off
1	Sign and submit with proposal	Document Management Form (This form in its entirety: 2-pages)		
2	Attachment A	Proposers Certification		
3	Attachment B	Volume of Work Certificate		
4	Attachment C	Personnel Affidavit		
5	Attachment D	Company Affidavit		
6	Attachment E	No Lobbying Affidavit		
7	Attachment F	Employment Eligibility Verification System (E-Verify) Affidavit		
8	Attachment G	Scrutinized Companies Certification		
9	Firm to supply	Certificate of Insurance		
10	Firm to supply	License, certifications, etc.		
11	Firm to supply	Minority Business Certificates - if applicable		
12	Firm to Supply	City of Fort Myers Vendor Application Form		

I certify that I am authorized to sign this form on behalf of the firm and acknowledge that the document has been reviewed and is complete.

Firm Name: _____

Signature: _____

Printed Name & Title: _____

Date: _____

ADVERTISEMENT



**REQUEST FOR QUALIFICATIONS NO. 0008-19
MARINE ENGINEERING SERVICES FOR THE CITY OF FORT MYERS, FL
CONTINUING CONTRACT**

The City of Fort Myers, Florida will receive ELECTRONIC LETTERS OF INTEREST AND QUALIFICATIONS FOR:

RFQ #0008-19, Marine Engineering Services for the City of Fort Myers, FL - Continuing Contract

On or before **Friday, February 22, 2019 at 2:00 p.m.**

Documents shall be submitted electronically to the Planet Bids web portal at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=31333>.

The City of Fort Myers is seeking professional and qualified Marine Engineering Firms and/or individuals to provide marine engineering services to the City of Fort Myers on an as needed basis under a continuing contract pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA). Firm(s) selected will be responsible for providing complete marine engineering services for a wide range of projects as may be required by the City of Fort Myers. Firm(s) shall be responsible for knowledge and compliance with all relative local, state and federal codes and regulations. Firms may be selected and utilized to provide identified services subject to the availability of each firm's resources, time schedule and expertise. There is no work guaranteed to any firm as a result of being selected and/or being placed under continuing contract.

Before submitting Letters of Interest, interested Firms must obtain the solicitation documents by logging into the electronic bid portal Planet Bids at
<https://www.planetbids.com/portal/portal.cfm?CompanyID=31333>.

CITY OF FORT MYERS

Saeed Kazemi, P.E., City Manager

Legal Ad:

Gwen Carlisle, MMC, City Clerk

RUN DATES: Thursday, January 31, 2019

Please return affidavit of Publication to the Purchasing & Contracts Administration Division

Received at the News Press by _____

DATE: _____ TIME: _____

INTERNAL USE ONLY



The City of Fort Myers, Florida is requesting Electronic Letters of Interest and Professional Qualifications RFQ #0008-19, Marine Engineering Services for the City of Fort Myers, FL - Continuing Contract.

**Proposals must be submitted via the Planet Bids portal on or before:
Friday, February 22, 2019 at 2:00 P.M.**

<https://www.planetbids.com/portal/portal.cfm?CompanyID=31333>.

The portal will keep all files locked until the bid officially closes.

QUESTIONS: All questions about the meaning or intent of the RFQ documents are to be submitted through the Planet bids portal questions and answers tab. **The deadline for questions is Friday, February 8, 2019 @ 4:30pm.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The time clock on Planet Bids shall be the "Official Time" that shall be used in identifying the actual closing time. Submittals will not be accepted after the date and time specified. The City of Fort Myers is not responsible or liable for any lost or misdirected responses. Electronic submissions are the responsibility of the proposer.

The City will not be responsible for the distribution of addenda and/or other information regarding this request if you did not obtain this document directly from the Planet Bids portal.

1. **PROPOSAL PREPARATION:** Vendors are cautioned to carefully read and follow the procedures required by this Request for Qualifications, as any deviation from these requirements may be cause for rejection.
 - Vendors are solely responsible for their own expenses in preparing and electronically submitting a proposal.
2. **QUESTIONS:** All questions about the meaning or intent of the RFQ documents are to be submitted through the Planet bids portal questions and answers tab. **The deadline for questions is Friday, February 8, 2019 @ 4:30pm.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
3. **CONTRACT TERM:** This contract shall be for a period of five (5) years. The City of Fort Myers performance and obligation to pay under this contract is contingent upon an annual appropriation of funds by the City of Fort Myers.
4. **DEFINITIONS:** For the purposes of this Request for Qualifications (RFQ), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Qualifications.



5. FLORIDA STATUTE PUBLIC RECORD:

- a. All persons are advised that under Chapter 119, Florida Statutes all responses are deemed a public record and opened to public scrutiny as provided for in said statute.
- b. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt until ~~such time as~~ the agency provides notice of a decision or intended decision to the award or within 30 days after the bids, proposals, or final replies, whichever is earlier.
- c. If an agency rejects all bids, proposals or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt from s.119.07(1) and s.24(a), Art. I of the State Constitution until the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. Florida State Statutes related to municipal bid exemptions shall always prevail.
- d. Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the City must comply with the public records laws, specifically: a) keep and maintain public records required by the City to perform the contracted services; b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; d) upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the Information Technology Systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (239) 321-7045, E-MAIL TO PUBLICRECORDS@CITYFTMYERS.COM, POST OFFICE BOX 2217, FORT MYERS, FLORIDA, 33902-2217.

Florida Statute, § 119.0701 and House Bill, § 273



- 6. PROPOSAL SUBMISSION REQUIREMENTS:** Interested firms or individuals should include the following information in their proposal. The following format & sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal received full consideration. Use 8.5 x 11, page format with separating page sections: **PLEASE INCLUDE THE PAGE SECTIONS** so that those evaluating your submittal can compare each section with others that are submitted.
- 6.1 Vendors shall supply:**
- ❖ One (1) electronic original submitted via Planet Bids Portal
 - Electronic original **MUST** be signed in blue.
 - Electronic original **MUST** be scanned in color
 - Electronic original **MUST** be in one continuous PDF
- 6.2 Title page, showing Request for Qualification Number, Firm's name and address, closing date and time, telephone number, and a contact person.
- 6.3 Table of contents including page numbers.
- 6.4 Letter of Interest: A letter stating your interest in the project(s) signed by a person who will have contract authority over the project(s) and states that the contents of the submittal are true and accurate. The letter must state that the firm can meet the insurance requirements and are willing to execute a standard agreement with the City of Fort Myers, Florida.
- 6.5 Description of firm, including locations of offices. Be very clear on the location, size and nature of the office performing the actual work under the scope of this solicitation; provide physical address information and explain the relationship between this office and other offices operated by your firm.
- 6.6 List team of qualified professionals and qualifications of associates proposed to perform and/or assist with the work and oversee the City's project. Name, resumes of proposed management members who will supervise the project, including an organization chart showing the working relationship of the management structure. You must clearly indicate what office location staff members will reside in while performing this work and the number of staff members available to work project(s) at any given time.
- 6.7 Current and projected workload the firm is currently contracted for and/or in line to be selected for by others.
- 6.8 An outline of the firm understands of and approach to meeting the project goals and requirements.
- 6.9 An explanation of why the firm or individual is well suited to perform the service.
- 6.10 List of at least five (5) of the most recent, similar contracts in which the firm has participated and their size.
- 6.11 List of at least five (5) client references, supplied on the references letter head, which includes the following information: Name of the company or agency giving the reference, contact name, address and telephone number, nature of the work performed, size of the project and outcome.



It is preferred that Client References pertain to projects of a similar nature and come directly from a client and not contractors, subcontractors, friends, co-workers, etc.

- 6.12 A tentative work schedule displaying how the project(s) will be performed in a timely manner.
- 6.13 Sub-consultants the firm proposes to use for any of the services requested. You must clearly indicate the location of any sub-consultants and what offices they will be working out of.
Firms must identify what each sub-consultant on their team will be tasked with during the project(s).
- 6.14 State your understanding of the City of Fort Myers Minority Business Enterprise Ordinance & your commitment to abide by the policy.

Firms must identify what each Minority Business on their team will be tasked with during the project(s).

- 6.15 **Required Submittal Documents:** These are documents required in addition to your proposal submission & the requirements for that. **Failure to submit the required submittal documents shall deem your submittal non-responsive and thus ineligible for award and you will not proceed to the evaluation portion of the Request for Qualifications process.**

Document Management Form:	Consisting of two (2) pages
Attachment A:	Proposers Certification
Attachment B:	Volume of Work Certificate
Attachment C:	Staffing Location Affidavit
Attachment D:	Office(s) Location Affidavit
Attachment E:	No Lobbying Affidavit
Attachment F:	Employment Eligibility Verification System (E-Verify) Affidavit
Attachment G:	Scrutinized Companies Certification
City of Fort Myers Vendor Application Form	

Note: The City of Fort Myers reserves the right to request additional material and documentation at anytime after the closing date.

7. SUBMITTAL:

The City of Fort Myers, Florida will receive proposals on the Planet Bids portal until **Friday, February 22, 2019 at 2:00 p.m.** Planet Bids will not allow proposals to be submitted after that time.

The City has the right to request additional information from the vendor after the closing date for purposes of clarification. **Paper proposals WILL NOT be accepted. However, a document hardcopy may be required by the successful proposer upon request by the City.**

All proposals must be submitted electronically to:

Planet Bids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=31333>.

Electronic proposals shall be clearly marked with the firm's name, Request for Qualifications number, address, and telephone number. The representative who is authorized to bind the vendor to the submitted proposal shall sign proposals.



8. **EVALUATION OF THE SUBMITTALS:** Submittals will be evaluated by a Selection Committee to ascertain which qualifications best meets the needs of the City.

<u>Weight</u>	<u>Description</u>
16	Experience & ability to supply the required services.
10	References and past performance.
13	Compliance with the City's Minority Business Enterprise Policy.
5	Adequacy of personnel.
5	Ability of professional personnel.
5	Current and projected workload and commitment to meeting time and budget Constraints.
10	Location of all staff and any sub-consultant staffing who will be performing the work <i>(Affidavit required)</i>
15	Location of office and corporate headquarters <i>(Affidavit required)</i>
6	Volume of work previously awarded by the City.
15	Approach to the project.

The Purchasing Manager, or designee, will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required.

A Selection Committee consisting of professional City staff ascertain the firm(s) are qualified to render the required services according to State of Florida regulations and the requirements of this RFQ. Firms shall furnish additional information as the committee requires.

The committee will score and rank all responsive proposals and determine a minimum of three (3), firms deemed to be the most responsible & qualified, with responsive proposals, to perform the required service.

In the event there are less than three (3) responsive proposals by responsible offerors, the committee may consider additional proposals received.

The City reserves the option to utilize a one or two step evaluation process. The City may select ~~the~~ firm(s) and/or individual(s) from written submittals (step one) or after additional evaluation (step two), which may or may not include presentations or interviews.

If a two-step evaluation process is used the evaluation criteria remains the same. The presentation/interview process may include additional information to assist the committee in understanding the proposer's project, approach, ability, methods and/or other factors to determine the proposer's ability to meet the City's requirements.



The Selection Committee may also consider information derived from reference checks, background license checks, credit and financial history analysis and other relevant information brought to the attention of the selection committee.

In the event proposers are requested to provide a public presentation to the Committee for final recommendation ranking; the City will not be liable for any costs incurred by the firm in connection with such presentation.

There is no obligation on the part of the City to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.**

RFQ 0008-19, Marine Engineering Services for the City of Fort Myers - Continuing Contract			
WEIGHT	DESCRIPTION	PTS	RANKING CONSIDERATION
Maximum Points = 16	Experience & ability to supply the required services	16	Identify the team members and provide a designated point of contact, including name, title, address, email address, and telephone and fax number of one (1) individual to whom all future correspondence and/or communication should be directed by the City of Fort Myers concerning this solicitation.
Maximum Points = 10	References and past performance	10	List of at least five (5) of the most recent, similar contracts in which the firm has participated and their size. References shall not be more than five years old. Please include the following information: Project Name, Project Address, Customer Name, Customer Contact Information, Brief description of work provided, Initial costs of work, Final costs of work, Number of change orders, and Total completion time (from Notice to Proceed to final invoice payment). Each reference is worth one (1) point.
Maximum Points = 13	Compliance with the City's Minority Business Enterprise Policy	13	Firm is a Certified Minority Business with the State of Florida Office of Supplier Diversity and is located within Lee County, FL, OR
		8	Firm shows proof they have applied for Minority Business status with the State of Florida Office of Supplier Diversity and are awaiting confirmation (proof required) and is located within Lee County, FL, OR
		3	Firm has selected to partner with 2 or more Minority Business Enterprises to perform services as a sub-contractor/sub-consultant
Maximum Points = 5	Adequacy of personnel	5	Academic, training, and licensed credentials provided in areas that relate to the project
Maximum Points = 5	Ability of personnel	5	Academic, training, and licensed credentials provided in areas that relate to the project
Maximum Points = 5	Current and projected workload	5	Indicates existing workload and ability to perform within the timelines outlined in the project and ability to meet time and budget constraints
Maximum Points = 10	Location of Staff	10	75% or more live in Lee County, OR
		5	50%-74% live in Lee County, OR
		2	25%-49% live in Lee County, OR
		0	Less than 25% of staff live in Lee County
Maximum Points = 15	Location of Office and Corporate Headquarters	10	Headquarters located within the ward boundaries of the City of Fort Myers, OR
		5	Satellite office located within the ward boundaries of the City of Fort Myers, OR
		0	No offices located within the ward boundaries of the City of Fort Myers
		5	Headquarters located within the boundaries of Lee County, OR
		3	Satellite office located within the boundaries of Lee County, OR
		0	No offices located within the boundaries of Lee County
Maximum Points = 6	Volume of Work	6	\$0 to \$250,000
		5	\$250,001 to \$500,000
		3	\$500,001 to \$750,000
		2	\$750,001 to \$1,000,000
		0	\$1,000,001 +
Maximum Points = 15	Approach to the project	15	Outline of the firms understanding of the project and their approach to meeting project goals and requirements



9. GENERAL CONDITIONS:

- 9.1 ELECTRONIC PROPOSALS:** Submit proposals to through the Planet Bids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=31333>. Proposals shall be clearly marked with the firm's name, Request for Qualifications number, address, and telephone number. The representative who is authorized to bind the vendor to the submitted proposal shall sign proposals.

A proposal is timely only if it is received through the Planet Bids portal no later than the precise date and time set for the RFQ Closing. The official time used to determine such time shall be the time clock on the Planet Bids portal. The portal will not accept submissions after the date and time set for RFQ closing.

- 9.2 Closing Date & Time:** It is the vendor's responsibility to assure that proposals are electronically submitted on or before the date and time described herein. Offers by telephone, fax, email or telegram are **NOT** acceptable.

9.3 City of Fort Myers Payment Requirements:

E-mail one original invoice in (pdf format) to: apinvoices@cityftmyers.com

- 9.4 COMPLETION:** Proposals will denote, if any, the number of calendar days required for completion upon receipt of award. This time may be a determining factor in the award.

- 9.5 EXCEPTIONS:** The proposer must **IDENTIFY** any variances from the specification and/or conditions **NO MATTER HOW SLIGHT**. Any exceptions to the specifications must be so noted and explained in detail on a separate sheet and attached to your proposal. If variations are not stated in the proposal it will be assumed that the product or service fully complies with our specification.

- 9.6 Modifications:** The City reserves the rights to add, modify, change and/or refine the scope of services indicated herein with the selected firm and negotiates the fees accordingly if appropriate. Proposed Fee if applicable shall be based upon the Guidelines as indicated herein. Exceptions or suggested alternates may be submitted in addition, if clearly noted as such, along with associated changes in fee structure.

- 9.7 Receipt of Qualification Submittals:** Submittals shall not be accepted from those firms or individuals that received the Request for Qualifications Guidelines and Forms from sources other than the City of Fort Myers Purchasing & Contracts Administration Division.

Therefore, only firms or individuals who have received the guidelines directly from, and thereby registered with, City of Fort Myers Purchasing & Contracts Administration shall be considered.

- 9.8 Level Playing Field:** The contents of this Request for Qualifications are intended to provide a level playing field on which firms or individuals may base their responses.

- 9.9 The City reserves the right:** To reject any and all proposals with or without cause and/or to accept the proposal that although may not be the lowest proposed solution, when in its judgment, is in the best interest of the City of Fort Myers.



- 9.10 Liability for Errors:** While the City has used considerable efforts to ensure accurate representation of the information of this Request for Qualification, the information contained in this request is supplied solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the City nor is it necessarily comprehensive or exhaustive. Nothing in the Request for Qualifications is intended to relieve the proposers from forming their own opinions and conclusions with respect to the matters addressed in this request.
- 9.11 Acceptance period:** Proposals must be open for acceptance for at least one hundred and twenty (120) days after the closing date.
- 9.12 Mistakes:** Proposers are expected to examine the specifications, delivery schedule, prices, and all instructions pertaining to supplies and services. Failure to do so will be at the risk of the proposer.
- 9.13 Payment Schedule:** All invoices and payments shall be governed by Sect. 218.74(2) Florida State Statutes, the Florida Prompt Payment Act.
- 9.14 Annual Appropriations:** The City's performance and obligation to pay under this contract is contingent upon an annual appropriation of funds.
- 9.15 Assignment:** No proposer shall assign his contract or any rights or obligations without the written consent of the City. In the event of such approved subcontracting, the firm agrees to provide the City with written documentation relating to the subcontractor employed. The work as performed by a sub-contractor shall be considered as part of the primary firm's responsibility.
- 9.16 Conflict of Interest:** All proposers must disclose with their proposal, the name of any officer, director, or agent who is also an employee or City Council member of the City of Fort Myers, or any of its agencies. Furthermore, all vendors must disclose the name of any City employee or City Council member who owns, directly or indirectly, an interest of ten (10%) or more in the vendors' firm or any of its branches.
- 9.17 Competition:** It is the intent and purpose of the City of Fort Myers that this Request for Qualifications promotes competition. It shall be the proposers' responsibility to advise the Purchasing Manager at the address noted above, if any language requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Qualification to a single source. Such notification must be submitted in writing and must be received by the Purchasing Manager no later than ten (10) days prior to the proposal closing date.
- 9.18 Taxes:** The City of Fort Myers is exempt from any taxes imposed by State and/or Federal Government. Exemption Certificates will be furnished upon request.
- 9.19 Legal Requirements:** Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by vendors shall in no way be a cause for relief from responsibility.
- 9.20 Supplier Level:** The City of Fort Myers reserves the right to select one (1) or more vendors to provide the services as described herein. Vendors will be used based on familiarity of the specified projects, dollar value, ~~vendor~~ availability & ability to ~~do~~ complete the project (s) in a timely manner.



- 9.21 Financial Capability:** The City reserves the right to analyze the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer prior to making an award.
- 9.22 Price Adjustments:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Fort Myers
- 9.23 Right to Terminate:** If through any cause, the firm selected shall fail to fulfill the obligations agreed to in a timely and efficient manner, the City of Fort Myers may, at its discretion, terminate the agreement for services immediately with cause; or thirty (30) day written notice without cause.
- In the event there is any work or services in progress, but not completed as of the date of termination, then said contract may be extended upon written approval by the City until said work or services are completed and accepted. The firm would then be entitled to just and equitable compensation for the work satisfactorily completed.
- 9.24 Termination by the Vendor:** If, for any reason the awarded vendor desires to terminate this contract, he/she may do so by giving sixty (60) days written notice to the City of Fort Myers.
- 9.25 Interpretations/Disputes:** Any questions concerning conditions and specifications must be submitted via Planet Bids no later than **Friday, February 8, 2019 at 4:30 p.m.** Inquiries must reference the date of the RFQ Closing and RFQ Name and Number.
- 9.26 Failure to Complete:** Failure to complete the project that is the subject of the request within the time constraints set forth in the RFQ specifications or as specified shall create a right in the City to the following cumulative remedies:
- Termination of the award;
 - Reimbursement of all costs associated with awarding of the project to the second ranked firm;
 - Payment of any damages to the city caused by the delay, including any increase in costs associated with selecting the next available vendor on the project;
 - If there is no additional available vendor on the project, payment to the city of all costs associated with re-soliciting the project;
 - Any other legal remedies available under Florida law for breach of a contractual agreement;
- 9.27 License & Permits:** The contractor and the contractor's employees and/or sub-employees shall be legally licensed to conduct the work required by this Request for Qualification and apply and pay for all required permits and licenses and shall comply with all Federal, State, County and City laws, ordinances, rules and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 9.28 Omission from The Specifications:** The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
- 9.29 Past Performance:** All vendors will be evaluated on their past performance and prior work history with the City of Fort Myers (i.e., failure to meet specifications, poor workmanship, etc.)



9.30 Public Entity Crime: The City of Fort Myers shall conduct business in accordance with Florida Statute 287.133. A Public Entity Crime is Violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

9.31 City Code of the City Fort Myers, Florida, Chapter 38, Finance, Article V. Minority Business Enterprise Program (MBE): The City of Fort Myers has established an MBE Ordinance for expenditures of construction, professional services, goods and other services. Minority Business Enterprise (MBE) are businesses who are certified by the State of Florida Office of Supplier Diversity and whose principal place of business is located within the boundaries of Lee County.

9.32 Local Vendor Preference: The City of Fort Myers City Code, Section 7-52 pertaining to the procurement of general services, goods and/or professional services provides for a preference.

9.33 No Lobbying: All contractors, firms or individuals are hereby placed on notice that any communication, whether written or oral, with City of Fort Myers elected officials or any other staff or outside individuals working with the City in respect to this request (with exception of the Purchasing & Contracts Administration Division personnel designated to receive requests for interpretation or corrections) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, qualifications and/or any other solicitations released by the City of Fort Myers. To do so is grounds for immediate disqualification from the selection process.

- The selection process is not considered final until such time as the City of Fort Myers, Mayor, and City Council have made a final and conclusive determination.
- All contractors, firms or individuals must submit the attached No Lobbying Affidavit with their submittal response stating that they and their subcontractor, sub consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request.
- Any contractor, firms or individual that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

9.34 Employment Eligibility Verification System (E-VERIFY)

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ, in the United States, only individuals who are eligible to work in the United States.

The E-Verify program provides an internet-based means of verifying employment eligibility of workers employed in the United States; it is not a substitute for any other employment eligibility verification requirements.



The program will be used for:

- a. Commercial or noncommercial services or construction;
- b. Projects which exceed the City of Fort Myers small dollar threshold;
- c. Work performed in the United States.

Exceptions to the program:

- a. Commodity based procurement where no services are provided;
- b. In exceptional cases, the City Council may waive the requirement.

Vendors, who are not enrolled in the program at the time of contract award, must enroll and produce a copy of the Memorandum of Understanding (MOU) prior to execution of the contract. Upon signing up for the program, the vendor must follow the federal guidelines for verifying all their employees, whether assigned to the contract or not, in accordance with the Verification of Employment Eligibility.

Vendors that are already enrolled in the program must produce a copy of their MOU prior to execution of the contract. Vendors must follow the federal guidelines for verifying all their employees, whether assigned to the contract or not, in accordance with the Verification of Employment Eligibility.

Subcontractor requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.

It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>

Contractors shall be required to provide the City of Fort Myers Purchasing & Contracts Administration Division an executed affidavit vowing they shall comply with the E-Verify Program for each service/project. The affidavit is attached to the solicitation documents.

- 10. INSURANCE:** The vendor shall secure and maintain during the contract period the following coverages:

Workers' Compensation: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws.

Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; broad form property damage; XCU coverage; independent contractors; products and completed operations and contractual liability.

Business Auto Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.



Professional Liability:

Coverage shall include the following:

- a. A minimum combined single limit of \$1,000,000.
- b. Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of coverage to be provided within the minimum coverage limits set forth above, the CITY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the CITY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policies

Special Provisions: The City of Fort Myers is to be specifically included as an **additional insured** and **include additional endorsement pages** on both the comprehensive general liability and the business auto liability policies. **All certificates of insurance should reference the solicitation name and number.**

The certificate holder should read as follows: The City of Fort Myers, 2200 2nd Street, Fort Myers, Florida 33901.

No City Division, Department, or individual name should appear on the certificate. No other format will be acceptable. The certificate must state the project number and name.

Current valid insurance policies meeting the requirements herein identified shall be in effect and maintained during the duration of the named project. Renewal certificates shall be sent to the city purchasing department 10-days prior to any expiration date. There shall also be a 10-day notification to the city in the event of cancellation or modification of any stipulated insurance coverage.

The customary form of insurance should be used. Note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives."

Certificates of insurance meeting the required insurance provisions shall be filed with the Purchasing and Contract Administration Division located at 2200 2nd Street, Fort Myers FL 33901.

11. **Indemnification:** Pursuant to Florida State Statute 725.08, Design professional contracts; limitation in indemnification.
12. **Florida Scrutinized Companies:** This request for bids or proposal shall not include or incorporate the Florida orders on business with Syria, Cuba, Iran, Sudan, and Israel. Any statements found that express the contrary shall be considered void and not applicable to the project described herein.



13. INTRODUCTION:

- 13.1 Background:** The City of Fort Myers, incorporated on March 27, 1886, is located in Lee County, Florida and has a staff of approximately 1000 employees serving a population of approximately 80,000 permanent residents. The City encompasses approximately 50 square miles. The City functions as a Council/City Manager form of government.
- 13.2** The City is searching for qualified professionals to provide said services on an as needed basis under a continuing contract pursuant to the State of Florida Consultants Competitive Negotiation Act (CCNA).



14. SCOPE OF SERVICES:

The firms or individuals shall provide and perform the following professional services, which shall constitute the General Scope of the Services under the covenants, terms and provisions of this agreement.

The City is seeking Professional Qualifications from Marine Engineering Firms and/or individuals to provide marine engineering services on an as needed basis.

The selected engineering firm(s) will be responsible for providing complete marine engineering services for a wide range of projects as may be required by the City of Fort Myers. Firm(s) shall be responsible for knowledge and compliance with all relative local, state and federal codes and regulations.

The Consultant(s) awarded this contract shall be a Professional Engineer registered in the State of Florida and actively in charge and responsible for the operations, personnel, management, and supervision while performing all required services. The certification of all engineering reports shall be made by Professional Engineer(s).

- 14.1** The selection committee will vote on the number firms required to serve the City's needs.
- 14.2** Firms may be selected and utilized to provide identified services subject to the availability of each firm's resources, time schedule and expertise. There is no work guaranteed to any firm as a result of being selected and/or being placed under continuing contract.
- 14.3** Supplemental Task Proposal (STP) – When the services of the consultant are needed, a request identifying the project and professional service required and the period of performance will be submitted to the consultant via email, written request, meeting request, or other means. The consultant shall respond in writing within the City requested time frame with an STP to accomplish the professional service.
- 14.4** The STP shall consist of a scope of service, staffing, cost, timeframe and other requested information for both consultants and recommended sub-consultant(s). Proposals must be detailed and in accordance with the contract.
- 14.5** The City will review the proposed STP and may request additional or alternative staff assignments. Upon finalization and acceptance of the STP by City, the City's Project Manager and/or other designated staff member(s) shall have a purchase order executed which will serve as the Notice to Proceed. The Consultant shall not proceed without receipt of an executed purchase order. Note: City policy currently allows project(s) under certain thresholds to proceed without Council approval subject to authorization by the Purchasing & Contracts Administration Division Manager. Projects over these thresholds shall require City Council approval (subject to change by policy).
- 14.6** All services provided by the consultant shall be reviewed and coordinated through the city's identified project manager. The consultant is responsible in all cases to coordinate closely with and keep city project manager and/or designated staff informed on the progress and results of service(s) that the consultant is providing for the city.
- 14.7** Upon completion of the professional service(s), the consultant shall submit the final product, along with a final invoice. The invoice shall be labeled "Final Invoice" and shall not exceed the original STP unless there has been an expansion of the Scope of Work documented by a formal Purchase Order/Change Order Amendment.



- 14.8** CONSULTANTS shall hold all State, Federal and County/City licenses required to perform the above referenced scope of work. This Consultant shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority.
- 14.9** Professional Service Providers for the City of Fort Myers shall become familiar with all applicable state and local laws, ordinances, Planning Department standards, Florida Department of Transportation (FDOT) standards, and City of Fort Myers Design & Construction Standards Manual.
- 14.10** Engineers must be familiar with aspects of marine/marina products, materials and services:
- Services required may include, but not be limited to;
- Pilings, bulkheads, wharfs, piers, dolphins, floats, ramps, docks, rip-rap, break waters, marine utilities (water, sewage, lighting and electrical), fuel distribution systems, fuel storage, fuel spillage, sanitary pump out systems, dredging, spoils handling, hydrographic work, corrosion control systems (sacrificial and impressed), oil boom, float and spill containment systems, mooring methods and systems, vessel maintenance and management methods.
- 14.11** Other responsibilities may include engineering professionals to participate as part of a team working closely with other professionals. The firm will be expected to have experience in obtaining permits with the various permitting agencies and attend meetings with and/or on behalf of city staff.
- 14.12** Sub-consultants, registered in the State of Florida and acceptable to the consultant and the Owner, shall be retained by the consultant, at their expense.

ATTACHMENTS:

Attachment A:	Proposers Certification
Attachment B:	Volume of Work Certificate
Attachment C:	Staffing Location Affidavit
Attachment D:	Office(s) Location Affidavit
Attachment E:	No Lobbying Affidavit
Attachment F:	Employment Eligibility Verification System (E-Verify) Affidavit
Attachment G:	Scrutinized Companies Certification



Attachments, Forms, and Consideration:

1. Minority Business Enterprise:

Firm must understand the City of Fort Myers Minority Business Enterprise Ordinance and commit to abide by the policy.

Firms must identify what each Minority Business Enterprise on their team will be tasked with during the project(s).

Evaluation Ranking Consideration – 13 points total:

- **Firm is a Certified Minority Business with the State of Florida Office of Supplier Diversity and the business is located within Lee County, FL;**

OR

- **Firm shows proof that they have applied for Minority Business status and are awaiting confirmation (Firm must show proof that application has been submitted);**

OR

- **Firm has selected to partner with 2 or more Minority Business Enterprises to perform services as a sub-contractor/sub-consultant;**

The three ranking criteria will be evaluated as “either or” and are not subject to cumulative points.

Joint Ventures: The ranking criteria for a joint venture, which consists of a Minority Business Enterprise as part of that joint venture, will obtain points based on the proportion of the Minority Business Enterprise’s respective percentage of participation.

Examples:

A 50/50 Joint Venture whereas 50 % is a Certified Minority Business Enterprise with the State of Florida Office of Supplier Diversity, and the business is within Lee County, would receive 50 % of the 13 points for a total of 6.5 points.

A 70/30 Joint Venture whereas 30 % is a Certified Minority Business Enterprise with the State of Florida Office of Supplier Diversity, and the business is within Lee County, would receive 30 % of the 13 points for a total of 3.9 points.

2. Attachment A: Proposers Certification

This form applies to only the “Prime Firm” submitting a response to this RFQ.

3. Attachment B: Volume of Work Certificate

This form applies to only the “Prime Firm” submitting a response to this RFQ.



The volume of work will be calculated as follows:

The total volume of work will be calculated by total funds paid to the firm during the last four full calendar years, plus the portion of the current calendar year up to the issuance date of the RFQ.

Volume of work for Joint Ventures will be scored as follows:

The total volume of work for all firms that make-up the joint venture will be calculated by total funds paid to each individual firm of the joint venture during the last four full calendar years, plus the portion of the current calendar year up to the issuance date of the RFQ.

4. Attachment C: Personnel Affidavit

This form applies to the team of qualified professionals proposed to perform and/or assist with the work and oversee the City's project. The term "Team" includes the professionals and associates of both the "Prime Firm" and any "Subcontracting Firm(s)" who will be performing the work.

5. Attachment D: Company Affidavit

Only the Prime Firm is required to fill out this form.

Section 1: Office Location applies to the Prime Firm only.

Section 2: Applies to all team members. The term "Team" includes the professionals and associates of both the "Prime Firm" and any "Subcontracting Firm(s)" who will be performing the work.

6. Attachment E: No Lobbying Affidavit

This form applies to only the "Prime Firm" submitting a response to this RFQ.

7. Attachment F: Employment Eligibility Verification System (E-Verify) Affidavit

This form applies to only the "Prime Firm" submitting a response to this RFQ.

8. Attachment G: Scrutinized Companies Certification

This form applies to only the "Prime Firm" submitting a response to this RFQ.

9. City of Fort Myers Vendor Application Form

This form applies to only the "Prime Firm" submitting a response to this RFQ. This form is to ensure we have the most updated and correct information for your firm.

All forms shall be completed in their entirety and properly notarized where applicable. Failure to do so will render your submittal (Sealed Letters of Interest and Qualifications) non-responsive.



Attachment A

Notarized Affidavit

PROPOSER'S CERTIFICATION

I have carefully examined this Request for Proposal (RFP)/Request for Qualifications (RFQ) which includes scope, requirements for submission, general information and the evaluation and award process.

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

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

I hereby propose to provide the services requested in this proposal. I agree that the City terms and conditions herein shall take precedence over any conflicting terms and conditions submitted with the proposal and agree to abide by all conditions of this document.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Myers or of any other Company who is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER/FAX NUMBER

E-MAIL ADDRESS

State of Florida
County of _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or produced _____ as identification.

Signature of Notary



Attachment B

VOLUME OF WORK CERTIFICATE

Firm must calculate the total volume of work paid to the firm during the last four full calendar years, plus the portion of the current calendar year up to the issuance date of the RFQ.

Consultant shall complete and submit this form as part of submittal:

Check Applicable Box

Volume of Work Previously Awarded/
Directly Contracted with City of Fort Myers

- | | |
|--------------------------|--------------------------|
| ☐ | \$0 to \$250,000 |
| ☐ | \$250,001 to \$500,000 |
| ☐ | \$500,001 to \$750,000 |
| ☐ | \$750,001 to \$1,000,000 |
| ☐ | \$1,000,001 + |

Company Name: _____



Attachment C

PERSONNEL AFFIDAVIT

Notarized Affidavit

Applies to Prime Consultant & Sub-consultant Personnel

Location of all prime staff and any sub-consultant staffing who will be performing the work (*Affidavit required*)

THIS FORM MUST BE COMPLETED AND RETURNED

The undersigned affiant states that as an employee of the proposer listed below:

I live within the ward boundaries of the City of Fort Myers, FL _____

I live within the boundaries of Lee County, FL _____

I live outside the boundaries of Lee County, FL _____

Proposer / Company Name: _____

Project Request for Qualification Number: _____

Title of Project: _____

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

Employee Printed Name & Title _____

Signature: _____

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ Day of _____, 20____.

(Affix Official Seal)

Notary Public

Commission Expiration



Attachment D

COMPANY AFFIDAVIT - REQUIRED Notarized Affidavit

THIS FORM MUST BE COMPLETED AND RETURNED BY THE PRIME FIRM

Proposer affirms that information provided as it relates to Location & Facilities of Working Office is true and meets the definition and criteria as defined below:

Local office means the company has a valid Business Tax License issued by Lee County at least six (6) months prior to the proposal submission. This affirms the company has a physical business address from which to operate or perform business that is located within the limits of Lee County thus authorizing the company to conduct business with the City of Fort Myers. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Companies must demonstrate and document the in-County/in-office capability and availability of the personnel and the type of services performed at this location that is pertinent to the type of project. Companies shall affirm in writing their compliance with the foregoing at the time of proposal submission to be eligible for consideration as having a "Local Office". A company who misrepresents the local preference status of its company in a proposal to the City will lose the privilege to claim local preference for a one-year period.

Please place a checkmark next to the appropriate criteria and related points. Provide supporting documentation with this affidavit as the City of Fort Myers reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the proposer's submission being deemed non-responsive.

Section 1: Office Location

Prime Firm must check appropriate spaces. (NOTE: Points in this section will be applied to the Prime only during selection scoring process; maximum points allocated 15 25)

- | | |
|--|--------------|
| ☐ Headquarters located within the ward boundaries of The City of Fort Myers | 10 Points or |
| ☐ Satellite office located within the ward boundaries of The City of Fort Myers | 5 Points or |
| ☐ No offices located within the ward boundaries of The City of Fort Myers | 0 Points |
| | |
| ☐ Headquarters located within the boundaries of Lee County | 5 Points or |
| ☐ Satellite office located within the boundaries of Lee County | 3 Points or |
| ☐ No offices located within the boundaries of Lee County | 0 Points |

Section 2: Location of Team Personnel associated with this project (maximum points allocated 10)

Prime Firm must check appropriate space as applies to Team Personnel

- | | |
|--|--------------|
| ☐ 75 % or more live in Lee County * | 10 Points or |
| ☐ 50% to 74% live in Lee County * | 5 Points or |
| ☐ 25 % - 49% live in Lee County * | 2 Points or |
| ☐ Less than 25% of staff live in Lee County * | 0 Points |

*Personnel Affidavit attached to be completed by each person living in Lee County



COMPANY AFFIDAVIT
Page 2 of 2

LEGAL REGISTRATION NAME OF FIRM:

STATE OF REGISTRATION: _____

HEADQUARTERS ADDRESS:

**LOCAL OFFICE ADDRESS IF DIFFERENT THAN
HEADQUARTERS:**

Street: _____ Street: _____

City/State/Zip: _____ City/State/Zip: _____

FEDERAL TAX I.D. NUMBER: _____ LEE COUNTY BUSINESS TAX NUMBER: _____

Printed Name and Title: _____

Signature: _____

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ Day of

_____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Attachment E

Notarized Affidavit

NO LOBBYING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

This _____ day of _____ 20__

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), maker of the attached bid, proposal, qualifications and/or any other solicitation released by the City of Fort Myers and that the bidder and any of its agents agree to abide by the City of Fort Myers no lobbying restrictions regarding this solicitation.

AFFIANT

The foregoing instrument was acknowledged before me this _____ of _____, 20__ by _____ (name of person, officer, or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (state of incorporation or partnership, if applicable), on behalf of the _____ (corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed or stamped

(Title or Rank)



Attachment F

Notarized Affidavit

EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY) AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

This _____ day of _____ 20__

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), maker of the attached request for bid, proposals, qualifications and/or any other solicitation released by the City of Fort Myers and that the bidder and any of its agents agree to abide by the City of Fort Myers Employment Eligibility Verification System requirements in regards to this solicitation.

AFFIANT _____

The foregoing instrument was acknowledged before me this _____ of _____, 20__

by _____ (name of person, officer, or agent, title of officer or agent), of

_____ (corporation or partnership, if applicable),

a _____ (state of incorporation or partnership, if applicable), on behalf of the

_____ (corporation or partnership, if applicable). He/She is personally known

to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed or stamped

(Title or Rank)



Attachment G

BIDDERS/QUOTER'S/CONSULTANTS SCRUTINIZED COMPANIES CERTIFICATION

BIDDERS/QUOTER'S/CONSULTANTS CERTIFICATION

Bidder/Quoter/Consultants hereby certifies under penalties of perjury, as of the date of this bid, quote, proposal or request for qualifications to provide goods and services to the City of Fort Myers, that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and has not engaged in a boycott of Israel and has not been placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded under this request for quotes.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID/QUOTE/PROPOSAL OR QUALIFICATION STATEMENT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____,
20_____, by _____ who produced the following as
identification _____(Type of identification) or is personally known to
me. My Commission Expires _____.

[Signature of Notary Public]

[stamp or seal]

[Typed or printed name]