



REQUEST FOR QUALIFICATIONS

RFQ #11-20

Wastewater Collection System Program Consulting Services

October 30, 2019

NOTICE IS HEREBY GIVEN that Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, December 17, 2019** to provide **Wastewater Collection System (WWCS) Program Consulting Services**.

Brief Description: The City of Clearwater (City) is soliciting proposals from qualified wastewater engineering consulting firms to provide assessment, design, procurement, and construction engineering inspection services (CEI) related to the City's Wastewater Collection and Treatment Systems.

Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

This Request for Qualifications, any attachments and addenda are available for download at <https://www.myclearwater.com/business/rfp>.

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the response.

General, Process, or Technical Questions concerning this solicitation should be directed, IN WRITING, to the Procurement contact below:

This Request for Qualifications is issued by:

Lori Vogel, CPPB
Interim Procurement Manager
Lori.Vogel@myclearwater.com

Purchasing Office
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33578-4748
727-562-4630 Tel

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Contact listed on Page One (1). Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their response.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a response.
- i.3 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: December 17, 2019
Time: 10:00 AM (Local Time)

The City will open all responses properly and timely submitted, and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, responses are available for inspection by contacting Purchasing.
- i.4 **SUBMIT RESPONSES TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave, 3rd Fl, Clearwater FL 33756-5520
or
PO Box 4748, Clearwater FL 33758-4748

Responses will be received publicly at this address. Respondents may mail or hand-deliver responses. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a response that is not properly addressed and identified.
- i.5 **LATE RESPONSES.** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will be returned unopened to the respondent. The respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The respondent agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.6 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

INSTRUCTIONS

This prohibition shall not apply to communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to clarification of responses, presentations if provided in the solicitation, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Manager. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.7 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page One (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of responses submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.
- i.8 **FORM AND CONTENT OF RESPONSES** Unless otherwise instructed or allowed, responses shall be submitted on the forms provided. An original and the designated number of copies of each response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the response is not properly signed or if any changes are not initialed, it may be considered non-responsive. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.
- i.9 **DEBARMENT DISCLOSURE.** If the respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a (sub)contractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.10 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to reissue the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by part or portion, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.
- i.11 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

INSTRUCTIONS

- i.12 **ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the procurement process, including respondents and contractors.

To achieve the purpose of this Article, it is essential that respondents and contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.13 **GIFTS.** The City will accept no gifts, gratuities or advertising products from respondents or prospective respondents and affiliates.
- i.14 **PROTESTS AND APPEALS.** If a respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policies and Procedures. If any discrepancy exists between this Section and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the opening must be filed with the Purchasing Manager no later than five (5) business days before Opening. Protests that only become apparent after the Bid Opening must be filed within ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:

Lori Vogel, CPPB
Interim Procurement Manager
City of Clearwater
100 So Myrtle Ave, 3rd Fl
Clearwater FL 33756-5520
or
PO Box 4748
Clearwater FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.15 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.
- i.16 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity-e.g. has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Technical Response.** The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria (<i>Response Format, pps. 11-12</i>)	Points
Technical Approach to Manage a System-wide Comprehensive Program (Tab 2)	35
Experience and Qualifications of Firm and Staff (Tab 3)	25
Work Plan (Tab 4)	25
Quality Management Approach (Tab 5)	15

- i.17 **PRESENTATIONS/INTERVIEWS.** The respondent must provide a formal presentation/interview on-site at a City location upon request.
- i.18 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.
- i.19 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the respondent's responsibility to check the City of Clearwater's Purchasing website at <http://www.myclearwater.com/bid> to view Purchasing's Intent to Award postings.**

INSTRUCTIONS – EVALUATION

- i.20 **RFQ TIMELINE.** All dates are tentative and subject to change.
Release RFQ: October 30, 2019
Advertise Tampa Bay Times: October 31, 2019
Responses due: December 17, 2019
Review responses/presentations: December 18, 2019 – January 28, 2020
Award recommendation: January 29, 2020
Council authorization: April 2020
Contract begins: May 2020

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Clearwater is dedicated to providing superior services to its customers in order to improve the quality of life for Clearwater residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **INTRODUCTION.** The City of Clearwater is seeking an Engineering consulting firm for assessment, design, procurement, project administration (supporting the City Project Manager) and CEI related services associated with its WWCS. This project is primarily intended to address City infrastructure improvements related to wastewater collection; however, some work also may occur at Water Reclamation Facilities.
3. **BACKGROUND.** The City of Clearwater WWCS consists of three service basins that flow to three Water Reclamation Facilities (WRFs): Marshall St. WRF, East WRF, and Northeast WRF. The City's WWCS includes approximately 8,300 manholes; 370 miles of gravity sewers; 38 miles of force main; and 73 lift stations.

The City has identified multiple WWCS related Capital Improvement Plan (CIP) tasks (document located on FTP site) with a combined budget of approximately \$105 million dollars for the period of 2020 through 2025. Approximately \$21 million dollars is intended for projects that require design and CEI services (total also includes construction costs); the remaining \$84 million dollars is intended for the City's current sewer repair contracts that have a combined annual total of \$14 million dollars for the period of 2020 through 2025. The selected respondent will be required to assist the City Project Manager with overseeing those contracts, including performing all CEI related services. The completion of these tasks and miscellaneous repairs will benefit from the services of a knowledgeable and experienced wastewater engineering consultant.

The following information is posted on the City's FTP site to aid in preparing proposals:

FTP Site Access

<ftp://ftpserver.myclearwater.com>

Logon user name – vendor

Logon password – clearwater (*note the lower case "c"*)

Directory: **Purchasing**

Folder: **RFQ 11-20 WWCS Program Consulting Services**

- WWCS Program Consulting Services CIP Tasks
 - Marshall Street WRF & East WRF Basins Defect Lists 1 & 2
 - Northeast WRF Basin Defect Lists 1, 2, & 3
 - Sewer Point Repair Specifications (Sections A, C, D2, D3, E1, E2)
 - Sewer Point Repair Specifications (Sections B, D1, D4, F)
 - Sewer Point Repair Pay Application Example Summaries
4. **SCOPE OF SERVICES.** A general overview of anticipated scope of services includes a review of available information and assessment (as directed by City) of existing sewer and facility conditions. This may involve a review of the City's Capacity, Management, Operations and Maintenance (CMOM), force main condition assessment, WWCS's Master Plan maintenance recommendations and flow monitoring data. Design and CEI services may include but are not limited to: sewer point repairs, I&I identification and remediation, sewer main (gravity & force) and lateral replacement/upsizing and/or relocation, utility conflict resolution, lift station & water reclamation facility repair/remediation, septic to sewer conversion, cleaning and CCTV of gravity mains/laterals, cured-in-place pipe (CIPP), and manhole repair and coating. As-built review and approval followed by Record Drawing development, when applicable, will be the responsibility of the selected consultant.

The City has collected a significant amount of data using smoke and dye testing in addition to flow monitoring. The consultant will be required to utilize the data collected and the City's current five WWCS repair Contractors (Section A - Sanitary Sewer Trenchless Reconstruction, Section B - Sewer Cleaning and Televising Inspection, Section C - Emergency/Non-Emergency Repairs/Improvements of Sewer, Force Mains and Manholes, Section D2 - Manhole Surfacing-

DETAILED SPECIFICATIONS

Cementitious Coating, Section D3 - Manhole Surfacing- Epoxy Coating, Section D4 - Manhole Surfacing- Polyurethane Coating, Section E1 – Sanitary Cleanouts and Laterals, Section E2 – Sewer Lateral CIPP, Section F – Smoke and Dye Testing) to advance system improvements. This will include providing engineering services including assessment, advisory opinions, design, construction drawings, estimating, procurement guidance, Maintenance of Traffic (MOT) reviews and Construction Engineering Inspection (CEI) services. The Consultant is expected to oversee the confirmation of sewer defects previously identified by the City. The Consultant will review Contractors' estimates for accuracy and make recommendations to the City. After City approval of a proposed repair, the Consultant will be responsible for administrating the City's sewer repair contractors including but not limited to scheduling, MOT, permits, public notifications, procurement, CEI, and preparation of record drawings, as applicable.

The Consultant is also expected to prepare periodic reports quantifying improvements to the WWCS system, including but not limited to reductions in I&I as a result of system improvements.

5. **QUALIFICATIONS.** Respondents must demonstrate the necessary ability, financial resources, and experience to perform the work in a satisfactory manner. The Consultant shall demonstrate a thorough understanding of WWCS and have a minimum of 10 years of experience with assessment, design, cost estimating, procurement, submittal review and CEI.
6. **INSURANCE REQUIREMENTS.** The Consultant shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement. Specific work may require additional coverage on a case by case basis:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- d. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a

DETAILED SPECIFICATIONS

supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS

- a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured." In addition when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows: **City of Clearwater**
Attn: Purchasing, RFQ #11-20
P.O. Box 4748
Clearwater, FL 33758-4748
- b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.
- d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

MILESTONES

1. **ANTICIPATED BEGINNING AND END DATE OF INITIAL TERM.** May 2020 through April 2021. Five (5) one (1) year renewal options available at the discretion of the City.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **TERMS AND CONDITIONS.** Exhibit A – Terms and Conditions is included in this Request for Qualifications.

RESPONSE FORMAT

1. **RESPONSE SUBMISSION** - Submit one (1) signed original (identified as ORIGINAL) response, with seven (7) copies, and one (1) electronic format copy on a disc or thumb drive in a sealed envelope/container.
2. **RESPONSE FORMAT** - Qualifications shall be submitted in bound volumes on standard 8½" x 11" paper; a single 8½"x11" sheet printed on both sides is two (2) pages. All information must be assembled and indexed in the order indicated below. The page count shall not exceed twenty-eight (28) total pages, include typed text, graphics, charts and photographs, but does not include supporting documents for Tabs 6 and 7, the tabbed separator pages, cover page, Table of Contents, and back page.

TAB 1 – Letter of Interest (two [2] pages). The cover letter should briefly introduce the Consultant and also include:

- A statement confirming that all information contained in the response is complete and accurate.
- Signature from the firm's principal certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.
- Contact information for the firm's principal including email address and phone number.

TAB 2 – Technical Approach to Manage a System-wide Comprehensive Program (six [6] pages). Describe the firm's understanding of the program, ability to perform condition assessments, SUE, evaluations, hydraulic studies, design, procurement, engineering oversight/support during construction, and methodology for meeting the needs of the City. Provide additional items/information that the firm believes is relevant to this project but not explicitly included.

TAB 3 – Experience and Qualifications of Firm and Staff (ten [10] pages). Describe the firm's background, experience, and qualifications of key personnel proposed to work on the project. Include resumes for key team members (including subcontractors) demonstrating specific project experience relevant to the project. Resumes must clearly indicate educational background and state of licensure, if applicable. Also include information for three (3) projects, preferably within the last 10 years, for which the team has provided services closely related to this scope of service. Include an organization chart and an affirmative statement indicating that the firm and all assigned key professional staff are properly licensed to practice in Florida. Include the expected amount of involvement for each consultant team member. Any changes in key personnel after the contract award must be approved by the City.

TAB 4 – Work Plan (eight [8] pages). Provide a detailed work plan describing the firm's understanding of the project tasks and its methodology for meeting the needs of the City, including but not limited to a discussion on your firm's project management and administration methods for managing multiple independent tasks varying in size and complexity simultaneously. At a minimum, cover data collection and review, preliminary design steps, permitting, final design, procurement, CEI and preparation of record drawings. Provide a detailed description of the in-house engineering disciplines and how outsourced discipline providers will be selected and managed.

TAB 5 – Quality Management Approach (two [2] pages). Provide information as to the firm's Quality Assurance/Quality Control plan and/or policy. Indicate specific steps conducted for technical review of any type of deliverable prior to submission to a client. Identify standard processes used. Define key factors that demonstrate the policy was successful and effective.

TAB 6 – Litigation. NOTE: this is not considered Confidential or Proprietary information – any response indicating such will be deemed non-responsive to the RFQ.

1. Provide a complete listing of any convictions or fines incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Clearwater while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.

RESPONSE FORMAT

2. Provide a complete listing of all litigation involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party.
3. Provide a complete listing of all administrative proceedings involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party. (Note: Administrative Proceedings shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual requirement, (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.)
4. Provide a listing of arbitrations involving a construction project or contract, whether pending or concluded in the past three (3) years, in which the respondent firm was named.

TAB 7 – Other Forms. The following forms should be completed and signed:

1. Exceptions, Additional Materials, Addenda form
2. Company Information form
3. Response Certification form
4. Copies of the firm's current Florida Department of Business and Professional Regulation's License and key personnel licenses
5. If the firm is a corporation, a copy of the current Florida Corporation Registration
6. W-9 Form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Respondents shall indicate any and all exceptions taken to the provisions or requirements in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Response non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this response

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda

Respondents are responsible for verifying receipt of any addenda issued by checking the City’s website at www.myclearwater.com/bid prior to the bid opening. Failure to acknowledge any addenda issued may render a submittal Non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name_____ **Date**_____

COMPANY INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this response:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

RESPONSE CERTIFICATION

By signing and submitting this Response, the Company certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- e) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- f) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- g) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- h) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- i) It is current in all obligations due to the City.
- j) It will accept such terms and conditions in a resulting contract if awarded by the City.
- k) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED RESPONSE

Submitted by:

Company Name:

Address:

City, State, Zip:

RFQ #11-20, WWCS Program Consulting Services

Due Date: December 17, 2019, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
PO Box 4748
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED RESPONSE

Submitted by:

Company Name:

Address:

City, State, Zip:

RFQ #11-20, WWCS Program Consulting Services

Due Date: December 17, 2019, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
100 S Myrtle Ave 3rd Fl
Clearwater FL 33756

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