

**REQUEST FOR STATEMENTS OF QUALIFICATIONS RELATED TO PROFESSIONAL AVIATION
ENGINEERING AND PLANNING SERVICES
AVON PARK EXECUTIVE AIRPORT
RFQ 14-02**

(1) INVITATION TO BID

In accordance with Federal Aviation Administration Advisory Circular 150/5100 -14D, the Consultant's Competitive Negotiation Act, Section 287.055 of the Florida Statutes, and the policies and procedures of the City of Avon Park, notice is hereby given that Statements of Qualifications submittals are requested from professional aviation consulting firms to render services required at Avon Park Executive Airport. Services shall include, but not be limited to, General Consulting, Funding Procurement and Grant Administration, Economic Feasibility and Impact Analysis, Planning, Engineering, Design, Permitting, Construction Phase Services, Environmental Analysis, Preparation of DBE Plans and associated services.

The City of Avon Park intends to contract with an Engineering firm for Professional Aviation Engineering and Planning Services to be facilitated and individually negotiated by the City for an initial five (5) year term, with provisions for extensions upon written consent of the parties.

Interested firms shall submit one (1) original and four (4) copies of all materials indicating their qualifications, previous experience, key personnel and project approach no later than **Wednesday, July 9th, 2014 at 3:00 p.m.** local time. Sealed submittals shall be delivered to the City of Avon Park, City Hall 110 East Main Street, Avon Park, Florida 33825.

*** Download of this RFQ is available in the Bid section at www.avonpark.cc ***

Additional information may be obtained from the office of the Administrative Services Director at (863) 452-4411. No submittals shall be accepted by means of FAX transmission or via e-mail; all submittals shall be either delivered by hand or transmitted via common carrier.

Submittals must be clearly marked "Avon Park Executive Airport Consulting Services" on the outside of the sealed envelope. Please limit submittals to 25 pages in length.

Submittals will be ranked by a city selection committee and a short list of qualified firms prepared. Selected firms may be requested to participate in onsite interviews. Following this process, the selection committee will rank firms in order of preference and the Avon Park City Council will be asked to approve this ranking. Negotiation of a contract with the top ranked firm will then proceed.

The City reserves the right to reject any and all submittals and to select any firm which, in its sole judgment, it believes is the best qualified to perform the work required. No firm will be compensated for this submittal, subsequent presentation interview, if required, or for work performed in competitive negotiations.

(2) TIME AND DATE DUE:

The City of Avon Park will receive Statements of Qualifications and Experience, until than **Wednesday, July 9th, 2014 at 3:00 p.m.** local time, to select a firm to provide Professional Aviation Engineering and Planning services for an initial contract duration of five years.

(3) SUBMITTAL MARKING & DELIVERY REQUIREMENTS:

One (1) original and four (4) copies shall be submitted in one (1) sealed package, clearly marked on the exterior "Statements of Qualifications, Avon Park Executive Airport."

Submittals received after the stated time and date will not be considered. It shall be the sole responsibility of the applicant to have their submittal delivered for receipt on or before the above stated time and date to:

Maria Sutherland
Administrative Services Director
City of Avon Park
110 East Main Street, 2nd Floor
Avon Park, FL 33825

Regardless of delivery method, the submitter shall be responsible for its timely delivery to the City. Submittals delayed by mail beyond the due date and time shall not be considered.

(4) CLARIFICATION:

Specific questions relevant to future airport plans, development, and project specifics will not be addressed during the submittal period. No oral interpretations will be made to any interested firm with respect to the meaning of the proposal documents. All questions pertaining to the terms and conditions of the proposal documents or the scope of work herein, must be sent in writing (e-mail, facsimile, or regular mail) no later than **July 2, 2014** at 5p.m. If necessary, a written addendum may be issued to clarify items with the proposal documents and will be posted as an addendum at www.avonpark.cc

Questions received after the deadline shall not receive a response. Direct all requests to the City's Administrative Services Director, Maria Sutherland, at sutherland@avonpark.cc or fax 863-452-4413 or mailing address, 110 East Main Street, 2nd Floor, Avon Park, FL 33825.

(5) LEGAL NAME:

Submittals shall clearly indicate the legal name, address, telephone number, and email address of the submitter (company, firm, partnership, or individual).

(6) SUBMITTAL EXPENSES:

All expenses related to making submittals to the City are to be borne by the submitter.

(7) RESERVED RIGHTS:

The City reserves the right to accept or reject any and/or all submittals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the City depending on the interest and timely needs of the City. The City shall be the sole judge of the submittal and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any submitter to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitter. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records. Submitter will be notified individually of the requirement to provide additional information should it be desired by the City.

(8) APPLICABLE LAWS:

All applicable laws and regulations of the State of Florida and policies and procedures of the City of Avon Park will apply to any resulting agreement.

(9) COLLUSION:

By offering a submission to this request, the submitter certifies that it has not divulged to, discussed, or compared his submittal with other submitters and has not colluded with any other submitter or parties to this submittal whatsoever. Also, submitter certifies, and in the case of a joint submittal, each party thereto certifies, as to his own organization, that in connection with this submittal:

- a. Any prices and or cost data submitted have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices or cost data with any other submitter or with any competitor;
- b. Any prices and or cost data quoted for this submittal have been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to the scheduled opening directly or indirectly to any other submitter or to any competitor;
- c. No attempt has been made or will be made by the submitter to induce any other person or firm to submit or not to submit a submittal for the purpose of restricting competition;
- d. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

(10) CONTRACT FORMS:

Any agreement or contract resulting from the acceptance of a submittal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the request for submittal, and the submitter's submission to the submittal. Any variance whatsoever from the submittal, as submitted, that the submitter may request be included in the contract, shall be at the sole discretion of the City. The City reserves the right to reject any agreement which does not conform to the requirements and stipulations of this document as well as any City requirements for agreements and contracts.

(11) PROJECT SCOPE:

Professional services required to accomplish various projects over the 5-year contract period at Avon Park Executive Airport may include but are not limited to:

- a. Rehabilitate Runway 5-23
- b. Install REILS and PAPI on Runway 10-28
- c. Install Emergency Back-up Generator
- b. Extend Taxiway F
- e. Construct Parallel Taxiway to Runway 10-28
- f. Construct T-Hangars
- g. Construct Apron Expansion

(12) SUBMITTAL REQUIREMENTS:

Each submitter shall include information or evidence of the following minimum requirements. Each submittal shall be strictly limited to 25 pages (exclusive of cover(s) and actual letter). Submittals in excess of 25 pages will not be considered and at the submitters expense and option, may be returned.

- a. Consultant's team composition in the form of an Organizational Chart.
- b. Evidence of aviation design and engineering activities for the last 5-years, including projects for airports comparable to those proposed projects identified in section 11, Project Scope, above. Project information required shall include:

- Specific sponsor contact person(s);
- Project name;
- Value of contract work actually performed;
- Specific services performed;
- FDOT representative contact information (Florida projects only);
- FAA Project Manager contact information, as appropriate;

- c. Evidence of sufficient capability towards providing comprehensive services (staff level availability). Specific identification of the primary individual responsible for overall project management, planning and engineering projects, and a statement of commitment to all work solicited under this solicitation.

- d. Evidence of Consultant integrity;
- e. Statement of current workload and ability to complete projects in a timely manner;
- f. Statement of financial responsibility;
- g. The name of all proposed primary sub-consultants proposed for project work;
- h. Assurance that affirmative efforts will be made to ensure participation by firms considered "disadvantaged" in all contract work entered into pursuant to this advertisement. A disadvantaged business enterprise (DBE) goal will be established by the sponsor for all professional service contracts. All DBE related firms must be listed with the State of Florida.

(13) SELECTION PROCESS:

The City will appoint a selection committee to review and evaluate all received submittals. The selection committee will provide the City Council with a ranked order (Short-list) recommendation for further consideration. The relative merits of individual submittals shall be determined by the Committee and City's ability to differentiate qualifications applicable to the scope and nature of the services to be performed per this Request for Statements of Qualifications.

Once received, the City Council may elect to ratify the committee's recommendation, and may elect to conduct interviews of shortlisted firms, or re-order the list of submitters based on their collective review of material submitted as a part of this solicitation.

At this time, the City is not planning to interview firms prior to finalizing its short-list and rankings. However, they specifically reserve the right to do so at any time during the process. Should interviews be required, selected submitters should be prepared to meet with the City Council at the time and date determined by the City. If necessary, firms will be notified of interview requirements at the earliest possible date.

A final short-list will be adopted by the City for ordered consideration in negotiation of a contract. The selected consultant shall be required to enter into a Master Contract Agreement which specifies the general contractual requirements. Specific work items being awarded as Supplemental Agreements or Task Orders which detail the specific project requirements and details.

(14) SELECTION CRITERIA:

The review of qualifications shall be based on but not limited to, the following considerations:

Criteria Weighting	(Points)
General Qualifications (Business profile, Experience, History)	15
Qualifications of Project Manager(s)	20
Staff Availability	20
Similar Work Experience at Similar Airports	20
Familiarity with Avon Park Executive Airport	<u>25</u>
TOTAL Possible Points	100

(15) INSURANCE:

The submitter will not commence work under any contract until all insurance, as might be required by the City, has been obtained.

The Submitter shall maintain at its own expense the following minimum insurance coverage unless otherwise specified in the agreement or contract:

Comprehensive General Liability Insurance with a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

Worker's Compensation Insurance in the amount required by law to provide protection for employees of the Submitter in the event of job related injuries.

Professional Liability or Errors and Omissions Insurance having minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate liability.

This portion intentionally left blank.

Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form "Affidavit Certification Immigration laws".

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218

AFFIDAVIT CERTIFICATION /// IMMIGRATION LAWS

BID NO.: _____ **PROJECT NAME:** _____

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: _____

Signature: _____ **Title:** _____ **Date:** _____

State of: _____ **County of:** _____

The forgoing instrument was signed and acknowledged before me this _____ day
of _____, 20_____, by _____ who has
produced _____ as identification

Type of Identification and Number

Notary Public Signature: _____

Printed name of Notary Public: _____

Notary Commission Number/Expiration: _____