

# **CITY OF COCOA BEACH**

## **REQUEST FOR QUALIFICATIONS**

**CB 22 - 004**



## **DESIGN-BUILD SERVICES CITY HALL BUILDING AND CULTURAL GREEN SPACE**

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**TABLE OF CONTENTS**

		<u>PAGE</u>
PART I	GENERAL INSTRUCTIONS	3
PART II	RFQ/PROPOSAL PREPARATION	13
PART III	SCOPE OF SERVICES	23
PART IV	PROJECT DETAIL	25
PART V	EVALUATION & SCORING	28
PART VI	EXHIBITS & ATTACHMENTS	33

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**PART I – GENERAL INSTRUCTIONS**

The City of Cocoa Beach is issuing a Request for Qualifications (RFQ) for a City Hall and Cultural Green Space Project using the qualifications-based selection process under Florida Statutes, Section 287.055. The proposal package, other information, and addendums (if issued) may be obtained at [www.cityofcocoa-beach.com/bids](http://www.cityofcocoa-beach.com/bids). The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective Proposers and include, but are not limited to, Request for Quotes, Request for Proposal, As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective Proposers.

The City will receive proposals at the office of the City Clerk, Public Works Facility, 1600 Minutemenn Causeway, Cocoa Beach, FL 32931. Proposals may be delivered or mailed to the City Clerk, City of Cocoa Beach, P. O. Box 322430, Cocoa Beach, FL 32932-2430.

All proposals to be considered shall be received **on or before 2:00 p.m. local time on Friday, October 14, 2022**, in a sealed envelope (Price Proposal Form) clearly marked with your firm's name and: **RFQ No: CB22 - 004: "DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL GREEN SPACE."** Proposals must be submitted in **one (1) original and FIVE (5) signed copies** with a flash/jump drive containing **one file in PDF format of the hard copy of the proposal exactly as submitted**.

The complete responsibility for obtaining, completing, and submitting this request for sealed proposals to the City of Cocoa Beach is solely and strictly the responsibility of the Proposer. Proposals received after the time and date stipulated shall be considered non-responsive and returned to the Proposer unopened. Proposals will be publicly recorded. Late proposals will not be accepted. The City Manager or designee will be the official and final authority for determining late proposals.

The City reserves the right to waive any irregularity or informality in the proposals received, to determine, in its sole discretion, whether or not informality is minor, to reject or accept any or all submissions and to select the winner based on criteria which serves the best interest of the City of Cocoa Beach.

Any Proposer may withdraw its submittal prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer. The withdrawal letter must clearly state that the Proposer has withdrawn any offer contained in the RFQ and as such, a withdrawal is irrevocable. Proposal documents are exempt from public records for a period of thirty (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the Project Coordinator immediately.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**PART I – GENERAL INSTRUCTIONS  
(Continued)**

**1. PURPOSE**

It is the intent of the City of Cocoa Beach, Florida, to request proposals/bids from firms that must be legal entities authorized to do business in Florida to provide Design-Build Services for a new a City Hall and Culural Green Space, using the qualifications-based selection process under Florida Statutes, Section 287.055.

**2. PUBLIC OPENING**

All submittals will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public opening is for acknowledgement of proposals received. Only the names of the proposers will be announced at that time. No award will be made or implied at this time. The documents will not be reviewed or evaluated at the public opening. No discussion of any nature concerning the proposals/submissions will be held at this time. A copy of the opening document will be posted to City's website after opening.

A review committee utilizing the Selection Criteria presented in **Part V** of this document will conduct a review of the Proposals and recommend selection of the most qualified Proposal. The selected Proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the review committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best-qualified Proposer(s) to serve the interest of the City.

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**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**3.SCHEDULE OF EVENTS**

The Schedule as listed below is the City’s intended course of action for this project. The City will follow the schedule to the extent possible; however, the City reserves the right to change both the sequence and timing if deemed necessary.

<b><u>Step</u></b>	<b><u>Proposed Date (estimated no later than)</u></b>
Advertisement of RFQ	Sunday, August 28, 2022
Design Criteria Documents Available	Sunday, August 28, 2022
Mandatory Pre – Proposal Meeting	Friday, September 9, 2022
Cut-off for Receipt of Questions	Friday, September 23, 2022
Final Addenda to Answer Questions	Friday, September 30, 2022
RFQ Proposals Due (Public Opening)	Friday, October 14, 2022
Oral Presentations from Shortlisted Firms and Ranking of Shortlisted Firms	Monday, October 24, 2022 to Friday, November 4, 2022
Presentation to City Commission	Thursday, November 17, 2022
Notice to Proceed	To Be Determined

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**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**4. MANDATORY PRE-PROPOSAL MEETING**

A mandatory pre-proposal conference will be held Friday, September 9, 2022 at 10:00 am in the Cocoa Beach Country Club, located at 4800 Tom Warriner Blvd., Cocoa Beach FL 32931. This Pre-Proposal meeting will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are required to attend. Any proposal received from any firm other than firms represented at the conference will be disqualified from consideration. An attendee may represent only one (1) firm.

**5. PROJECT COORDINATOR**

The project coordinator and designated liaison for the City of Cocoa Beach is:

Mr. Wayne Carragino  
Asst City Manger/Project  
Manager  
2 South Orlando Ave.  
Cocoa Beach, FL 32931

Phone (321) 868-3215

Email: [wcarragino@cityofcocoabeach.com](mailto:wcarragino@cityofcocoabeach.com)

The City will not respond to oral inquiries. Proposers may submit written, (e-mailed or faxed) inquiries regarding this RFQ to the project coordinator. The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at [www.cityofcocoabeach.com](http://www.cityofcocoabeach.com). It shall be the responsibility of the Proposer, prior to submitting its proposal, to determine if addenda were issued, acknowledging same, and incorporating them into its proposal.

**6. COSTS OF PROPOSAL PREPARATION AND/OR PRESENTATIONS:**

The City shall not be liable for any expense whatsoever incurred in connection with preparation of a response to this Request for Qualifications (RFQ). The Proposer shall prepare a Proposal with the understanding that no claim for reimbursement shall be submitted for the expense of proposal preparation and/or oral or written presentation(s). Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

The Evaluation Committee, at its discretion, may conduct discussions with and may require public presentations, oral interviews, or question and answer sessions by shortlisted firms regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for such presentations.

**7. CONTRACT PROHIBITION:**

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, or City of Cocoa Beach staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal. Only that

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

individual listed as the contact person shall be contacted.

**8.CONTRACT AGREEMENT/TERM & TYPE OF CONTRACT:**

The design and construction for this project will be contracted under a single entity known as the Design-Build Firm. The process for selecting this firm is authorized in Section 287.055, *Florida Statutes*. The design for the facilities and respective construction drawings must be approved by the City Project Manager (Wayne Carragino) and the City Engineer (Jared Francis). The Design-Build Firm shall complete the Project no later than four hundred twenty (420) days from the Notice to Proceed unless otherwise negotiated.

The Design-Build Firm will develop a design in consultation with the City of Cocoa Beach, (City/Owner). Upon completion of the drawings and specifications, the Design-Build Firm will develop a Guaranteed Maximum Price (GMP). Development of the GMP is based on open book, competitive bids solicited from qualified subcontractors and vendors. The City reserves the right to negotiate a lump sum agreement.

The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The RFQ shall be included in and be made a part of the final award. Other mandatory requirements to be included in the contract are:

- a) Registration and participation in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of;
  - o All persons employed by the Contractor to perform employment duties within Florida;

AND

  - o All persons (including sub-contractors) assigned by the Contractor to perform work pursuant to the Contract with the City.
- b) Participation in the City's Owner Direct Purchase (ODP) Program.

**9.RESERVED RIGHTS:**

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive any irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand or decrease the scope of work to include modify or exclude additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination. In the event of a sole Proposal, City reserves the right to reject the sole Proposal. The City reserves the right to award more than one (1) contract if that is in the City's best interest.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**10. COLLUSION**

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Proposal for the same items, or with the City. The Proposer also certifies that its Proposal is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

**11. DESIGN CRITERIA**

The work involved in this project shall be designed and constructed in general conformity with the design criteria outlined in this section. Exceptions to this criterion may be granted by the City.

The total budget for the Design/Build Project is not to exceed five million eight hundred thousand dollars (\$5,800,000)---(\$4,300,000-CityHall+\$1,500,00-CulturalGreen Space).The City's funds budgeted for the development of the project includes the construction budget and all other fees and costs necessary to develop and complete the project. The Design/Build Firm will need to demonstrate in its Proposal its willingness and ability to negotiate a price that is less than the budget and meets the design criteria set forth in this Request for Proposal.

**Building Information Modeling (BIM) Requirements**

This project requires the Design-Build Team's experience with Building Information Modeling (BIM) in each design discipline during the design and construction phases including but not limited to the following:

- Revit and AutoCAD 3D 2022 full data centric inter-discipline 3D coordination of architectural, structural, MEP, and civil work.
- 3D Design modeling and visualization at each phase of the project.
- Model preparation for architecture, structure, HVAC, plumbing, fire protection, and electrical systems.
- Model maintenance for downstream users, including sub-consultants.

The City of Cocoa beach requires that all digital documents submitted by the contractor be accessible according to Sections 504 and 508 of the Rehabilitation act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.

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**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**12.SUBMITTALS**

The following submittals will be made during the design process:

- Concept plan 30% construction plans and specifications.
- 60% construction plans and specifications.
- 90% construction plans and specifications.
- Approved and Permitted Construction Plans and Specifications.

Construction shall start prior to one-hundred eighty (180) days from the Notice to Proceed unless delayed by events outside the control of the Design-Build Firm. The successful Design-Build Firm will submit an overall design and construction schedule within fourteen (14) days of the issuance of the Notice to Proceed.

The design for the City Hall and Culural Green Space and respective construction drawings must be approved by the City Project Manager (Wayne Carragino), and City Engineer (Jared Francis). The schedule for the completion of the building should not exceed four-hundred twenty (420) days, including design time. The Notice to Proceed will be issued by the Project Manager to the Design-Build Firm upon acceptance and approval of the Design Report.

Liquidated Damages shall be set at five hundred (\$500.00) dollars per day for each calendar day that Substantial Completion is delayed beyond the Contract Time.

The Design-Build Firm shall design and furnish all labor, equipment, and material to construct a complete city hall with clearing & grubbing, site grading, construction of storm water management facilities, driveways and parking lots, security fencing and gates and landscaping complying with all applicable codes and standards. Any facilities, fixtures, or installation required to provide such a facility that meets these codes and standards shall be a part of these requirements regardless of whether they are specifically outlined in this section.

**Design-Development Phase**

The Design-Build Firm will prepare a Design Report during the Design Development Phase which will outline all of the parameters of the project and describe in detail the design features.

To prepare this report the Design-Build Firm will need to organize a team of individuals that represents the specific interests of the City and will provide information toward the development of the design. In its final form, the Design Report should contain a preliminary GMP cost estimate, the design and operation requirements of the office space, and the sequence for design and construction phasing. Once the Project Manager has accepted and approved the Design Report, the Design-Build Firm may begin the detailed construction documents and the construction sequence.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**Design-Development Phase (Continued)**

Studies, investigations, designs and calculations shall be performed by responsible professionals to design a complete facility that meets the operational expectations of the City. The responsible design professionals of the successful Design-Build Firm will be required to certify, sign, and seal their respective drawings and specifications in compliance with Florida Statutes. These design professionals must review and approve shop drawings and equipment submittals during the construction phase of the project.

A final As-Built package of plan drawings, specifications, shop drawings, and equipment operation manuals is to be certified and furnished to the City of Cocoa Beach. This information shall be provided in hard copy and electronic form. The Design-Build Firm shall obtain and pay for all necessary permits required by state and local agencies, (other than permits issued by the City of Cocoa Beach which the Design-Build Firm will obtain, but the City will pay for), for the construction of the facility which will include such things as building permits and utility service permits. The technical specifications for the project shall conform to the format of the Construction Specification Institute. The General Conditions and the General Contract Documents will conform to those used by the City.

The design and construction work shall be performed in accordance with the requirements of applicable Federal, State, County, and City codes, laws, ordinances, regulations, and standards. Where these rules overlap or conflict as to the same requirements, the requirement which is more stringent shall govern.

**Design Report**

The following shall be the minimum information provided within the final design report:

1. Existing conditions survey including any items not mentioned within this document which require upgrade or replacement. Include Pre-Construction Video.
2. Site Inspection report, calculations and recommendations (if necessary).
3. Recommended spare parts list after construction.
4. Detailed 90% Construction Cost Estimate of project.
5. Anticipated Construction schedule and bid packages. Describe long lead items and discuss how project construction can be expedited.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**Schedule & Conflicts**

An initial schedule for all project phases including design, permitting and construction, shall be maintained. An initial schedule should be provided during the Design Report phase and tracked throughout the process of the project by the Design Build Firm Project Manager. A complete construction schedule, showing bid package phasing and coordination, shall be included with the GMP.

Schedule shall take into consideration construction related work which may not be able to be performed during special events as determined during design phase/construction phase.

**13.COPYRIGHTS OR PATENT RIGHTS**

The Proposer warrants that there will be no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

**14.QUALIFICATION OF PROPOSERS/BIDDERS**

This bid shall be awarded to the most responsive firm, qualified to provide the work specified and that can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

**15.BID BOND AND/OR PERFORMANCE BOND**

A satisfactory Performance Bond and Labor and Material Payment Bond, executed by the Design Build firm and an acceptable surety in the amount of one hundred (100%) percent of the proposed budget amount is required before a Notice to Proceed (NTP) can be issued for the actual project. The bond figure is subject to revision when final pricing is established.

**16.PERFORMANCE**

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of this document shall be just cause for the cancellation of the award.

**17.AUDIT RIGHTS**

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**18.PROMPT PAYMENT ACT & PROJECT INVOICING**

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act

Invoices will be prepared in accordance with the City Finance Department procedures, which will be addressed in the contract.

**19.DISPUTE RESOLUTION**

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

**20.FLORIDA SALES TAX**

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: No purchase made by any entity is qualified to be exempt other than those made directly by the City.

**END OF PART I**

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**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**PART II – RFP/PROPOSAL PREPARATION**

**PROPOSAL SUBMISSIONS-GENERAL**

All proposals must be typed and presented in an organized fashion. All corrections to the proposals must be initialed. The Proposer's name shall appear on each page of the proposal. All proposals shall contain a table of contents. Each lettered item below should be a separate section of the submittal. Please submit all information as outlined below. Failure to submit all information may result in a lowered evaluation score. The City at its discretion may reject proposals that are substantially incomplete or lack key information. The Proposals shall be concise and straightforward in describing the Proposer's experience and capabilities. Emphasis should be placed on completeness and clarity. In your proposal, please provide information as follows.

Subsequent specification(s) as to the number of pages and content of those pages is intended to provide general guidance only. Proposers should include all pages/information necessary to indicate their qualifications & abilities for this project.

**Proposal Format and Certification:**

Complete the form enclosed as **EXHIBIT C, PROJECT FORM and CERTIFICATION** and return in the submittal immediately following the cover page and before the cover letter. Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

**Introduction:**

This section will contain a cover letter of approximately two (2) pages, signed by an authorized representative of the Proposer.

**Table of Contents**

Self-explanatory

**Firm/Proposer Information:**

Briefly describe the Proposer's organization and philosophy and, in addition, include the following information:

1. Experience record showing the proposer's training and experience in similar work.
2. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least three (3) engagements that are similar in size and work to the requirements specified herein. Specifically identify any similar projects within a coastal community. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
3. Identify the Project Team and a list of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.
4. Proposal should include specific information and/or ideas on cost saving innovations to be incorporated into the final product.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**Proposal Format and Certification (Continued):**

**Proposal/Project Approach:**

State the understanding of the Scope of Services as outlined in **EXHIBIT A, PROPOSAL SUBMITTAL SIGNATURE FORM** and the Proposer's recommended methodology to fulfill the project goal(s).

**Work Product, Schedule and Fees:**

This section shall include information regarding the anticipated type and date of deliverables necessary to meet the Proposal Approach presented by the Proposer. The fees proposed shall include all charges that may be anticipated in fulfilling the terms of this contract.

**ADDITIONAL INFORMATION FOR INCLUSION AND/OR CONSIDERATION**

**DRUG FREE WORKPLACE**

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid. The City of Cocoa Beach is a Drug Free Workplace.

**Reference: EXHIBIT E - DRUG FREE WORKPLACE.**

**PUBLIC ENTITY CRIME INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$15,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

**EXHIBIT B (SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FS ON PUBLIC ENTITY CRIMES is mandatory.**

**REGULATIONS:**

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

**CANCELLATION:**

The City shall have the right to unilaterally cancel, terminate or suspend this proposal, in whole or in part, by providing the firm thirty (30) calendar days' written notice by certified mail.

**FISCAL NON-FUNDING CLAUSE:**

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**DISCLOSURE AND OWNERSHIP OF DOCUMENTS STATEMENT**

The Proposer must agree to the following regarding disclosure and ownership of documents:

- A. **Public Record.** The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.
- B. **Reuse of Documents.** The City for any reason or purpose may reuse all documents or public records prepared by the selected Proposer(s) at any time.
- C. **Ownership of Documents.** Upon payment of fees due to the selected Proposer(s), as agreed in the final Contract, all drawings, recommendations, documents, writing, schedule or otherwise, prepared by the selected Proposer(s) in the performance of the scope of work shall be the sole property of the City. The selected Proposer(s) agrees to waive all rights of copyright in said drawings, recommendations, documents, writing, schedule or other instrument produced by the selected Proposer(s) in the performance of the tasks necessary to complete the scope of work.

**MINORITY BUSINESS ENTERPRISE (MBE):**

M/WBEs are encouraged to participate in the proposal process. All MBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida may accompany the RFP submission.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

City of Cocoa Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

**PERFORMANCE EVALUATION:**

At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**INSURANCE REQUIREMENTS:**

The successful **ARCHITECTURAL/ENGINEERING** firm shall be required to supply, at their cost, the following minimum insurance coverage:

**Workers Compensation:**

Coverage is to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

**Comprehensive Commercial General Liability Insurance:**

Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$ 2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

**Automobile Insurance:**

To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

**Professional Liability Insurance:**

A minimum of \$ 2,000,000 per occurrence for this project with a \$ 2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

The City of Cocoa Beach is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

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**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

**INSURANCE REQUIREMENTS:**

The successful **CONSTRUCTION** firm shall be required to supply, at their cost, the following minimum insurance coverage:

**Workers Compensation:**

Coverage is to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

**Comprehensive Commercial General Liability Insurance:**

Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$1,000,000 products and completed ops; and \$1,000,000 fire damage.

**Automobile Insurance:**

To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$3,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

**Environmental/Pollution Liability:**

With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes. Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of \$3,000,000 each occurrence and \$6,000,000 general aggregate. Occurrence form required.

The City of Cocoa Beach is to be named additional insured on Comprehensive Commercial General Liability Policy, the Business Auto Policy, and the Environmental/Pollution Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**INDEMNIFICATION/HOLD HARMLESS:**

The contract with the successful Proposer shall include the following indemnity:

The **DESIGN PROFESSIONAL** shall indemnify and hold harmless, the *CITY*, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, the reasonable value of attorneys' services and court costs, whether such services and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of the value of attorneys' services), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **DESIGN PROFESSIONAL**, or **DESIGN PROFESSIONAL's** officers, employees, agents, and other persons employed or utilized by the **DESIGN PROFESSIONAL** in the performance of, or the failure to perform, the Contract.

In the event of a claim, the CITY shall promptly notify the **DESIGN PROFESSIONAL** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address shown in the contract.

The CITY shall provide all available information and assistance that the **DESIGN PROFESSIONAL** may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the **DESIGN PROFESSIONAL** under the Contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the CITY and the **DESIGN PROFESSIONAL**, the agreement which provides the most protection for the CITY shall take precedence.

Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768.28.

**CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:**

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members.

Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City's Attorney prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**NON-DISCRIMINATION:**

The City of Cocoa Beach does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

**TITLE VI Nondiscrimination Policy Statement**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

**(1.) Compliance with Regulations:**

The Contractor shall comply with the Regulations relative to nondiscrimination as utilized by Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

**(2.) Nondiscrimination:**

The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment:**

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

**(4.) Information and Reports:**

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach’s ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate, and shall set forth what efforts it has made to obtain the information.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**NON-DISCRIMINATION: (Continued)**

**TITLE VI Nondiscrimination Policy Statement (Continued)**

**(5) Sanctions for Noncompliance:**

In the event of the Contractor's noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:**

The Design-Build Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CIVIL RIGHTS**

The following requirements apply to this AGREEMENT:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

“The DESIGN-BUILD CONTRACTOR shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBCONSULTANT shall carry out applicable requirements of the Civil Rights Act in the award and administration of the contract. Failure by the CONSULTANT or SUBCONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.”

Each subcontract the DESIGN-BUILD CONTRACTOR signs in regards to this PROJECT must include the assurance of this paragraph. The DESIGN-BUILD CONTRACTOR agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**EQUAL EMPLOYMENT OPPORTUNITY**

The following equal employment opportunity requirements apply to this AGREEMENT:

**Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, the DESIGN-BUILD CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The DESIGN-BUILD CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

**Employment**, - Upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the DESIGN-BUILD CONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

**Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634, the DESIGN-BUILD CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the DESIGN-BUILD CONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

**Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the DESIGN-BUILD CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the DESIGN-BUILD CONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**EQUAL EMPLOYMENT OPPORTUNITY (CONTINUED)**

The following equal employment opportunity requirements apply to this AGREEMENT:

**Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections**

To the extent applicable, the DESIGN-BUILD CONTRACTOR agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

**Other Nondiscrimination Laws** – The DESIGN-BUILD CONTRACTOR agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. DESIGN-BUILD CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

**PERFORMANCE**

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirement of the RFP shall be just cause for the cancellation of the award.

**COPYRIGHTS OR PATENT RIGHTS**

The Proposer warrants that there will be no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. The seller agrees to hold the City harmless for all liability, loss or expense occasioned by any such violation.

**DRUG FREE WORKPLACE**

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs; whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

**Reference: EXHIBIT B – DRUG FREE WORKPLACE**

**END OF PART II**

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**PART III – SCOPE OF SERVICES**

**SCOPE OF SERVICES:**

The City of Cocoa Beach is requesting proposals from experienced design-build teams for the design and construction of the New City Hall Structure and Cultural Green Space Project located at 2 South Orlando Ave., Cocoa Beach, Florida. The Design-Build firm shall be responsible for technical expertise, professional services and all related activities for complete management of the project. This will require coordination with private utility companies, residents, local businesses, permitting agencies, public utilities, and quality assurance for all work products and output. Construction progress must include schedules showing critical completion dates and organized execution of the work and methodology.

This project includes not only the design and construction of the New City Hall Structure and Cultural Green Space Project and its ancillary appurtenances, but also includes bringing the necessary utilities onto the site and connections needed to operate and maintain these facilities, and fire protection. Also included are clearing & grubbing, site grading, construction of storm water management facilities, driveways and parking lots, security fencing and gates and landscaping. The work is to progress while minimizing disruptions to existing downtown businesses and residents.

Systems and equipment testing, development of maintenance plans, associated owner training, building commissioning, permit certifications, as-built documentation and certifications and a warranty manual are requisites of project completion.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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Estimated Project Schedule for this Selection Process is shown on page 4.

**All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.**

The City intends to utilize standard City contract forms; or the Design – Build Institute of America (DBIA) standard forms.

**BACKGROUND**

A Design Criteria package has been developed. The Design Criteria package sets forth general requirements regarding survey, design, construction, requirements relative to project management, scheduling and coordination with other agencies and entities such as state and local government, and utilities and environmental permitting agencies and the public. The Design Criteria packages are included in RFQ CB 22 – 004 and are being made available to Design-Build Proposers on the City's website.

The City will contract administration/management services, oversight, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans, and construction of improvements.

City proposes to select a highly qualified Design-Build team for the design and construction of the project. The City will be providing Construction Administration services under a separate consultant agreement.

**END OF PART III**



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**PART IV – PROJECT DETAIL**

**RFQ PROCESS**

The selection process will involve a staged proposal structure.

The intent is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure. The Proposers shall submit a proposal, which will be the basis for short-listing not less than three (3) firms.

The City will utilize a Professional Services Review Committee (PSRC) in the design-build selection process. The City will invite those firms, which are short-listed, to propose a project structure and a schedule, based on the Design Criteria Package and any other documents prepared by the City's Design Criteria Professional. The short listed firms will present this documentation in oral presentations to the selection committee, as outlined on page 4 of this RFQ. The proposers will have no contact with the PSRC.

The selected firm, as part of their contract with the City, will be required to prepare complete, 100% Contract Documentation (Drawings and Specifications) for the new New City Hall Structure and Cultural Green Space Project. The selected firm will be required to submit a Guaranteed Maximum Price (GMP) based on the documentation that they prepare. The GMP will be required as part of the 30% Construction Documents and Specifications package.

The GMP or Lum Sum Agreement is required to include all design and construction costs for the entire project. A Performance and Payment Bond equal to the total amount of the GMP will also be required of the selected firm at this time.

The City's intention is that site work documentation will be prepared and permitted separately such that the site construction can commence prior to, or during the building permit application and approval process.

**All proposal preparation expenses are to be borne by the proposer.**

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**RFQ PROCESS (continued)**

After review of the oral presentations and the final proposals, the City will rank the Proposers and negotiate an Agreement with the top ranked Proposer, subject to approval by the City Commission.

If in the sole judgment of the City, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The City reserves the right to negotiate any element of the proposal in the best interest of the City.

**TRUTH-IN-NEGOTIATIONS CERTIFICATE:**

If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract. For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

**PROPOSAL BOND:**

A Proposal Bond is not required.

**PERFORMANCE/PAYMENT BOND:**

The successful proposer shall provide the required performance and payment bond (100% of the cost proposal) or other acceptable security to the City within ten (10) business days of being awarded the contract. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default by the City of Cocoa Beach. Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Brevard County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Brevard County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the proposal to the next lowest responsive and responsible proposer, and recover from the original successful proposer the difference in cost between the original winning proposal and the next lowest responsive and responsible proposer.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**LIQUIDATED DAMAGES:**

The work shall be completed within the contract time specified in the negotiated contract, the time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **FIVE HUNDRED (\$ 500.00) DOLLARS** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

**PERMITS:**

The City will pay for all permit fees determined by the Development Services Department to be required and are issued by the City. The Contractor must apply for them and provide all applicable documentation.

The City will pay any miscellaneous fees assessed by any utility company or government agency. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

Pricing is **not** to include the permit fees for permits issued by the City of Cocoa Beach or any miscellaneous fees assessed by any utility company or governmental agency.

**INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). The signatory shall have the authority to bind the proposer to the submitted proposal.

The Proposer may be a corporation, partnership, limited liability company, joint venture or other legal entity. If more than one entity has combined to form the Proposer, each such entity must be appropriately registered to do business in the State of Florida as required by law. In addition, the Proposer (or the joint venture member that will provide the construction services) must be registered with the Florida Department of Business and Professional Regulations as required under Chapter 489, Florida Statutes, prior to submitting a proposal.

**END OF PART IV**

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

**PART V - EVALUATION AND SCORING**

**PROPOSAL SUBMISSIONS - SPECIFIC**

General submission criteria are detailed in **Part II**, of this RFQ beginning on page 8. If necessary 11" x 17" pages are allowed for illustrations, construction schedules, charts, tables, exhibits, etc. and will count as one (1) page. Our suggestion is to limit submissions to one (100) hundred pages or less. However, our objective is completeness of response. In other words, there is no penalty for exceeding the suggested length.

**RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST**

For the development of a shortlist, a rating system will be utilized by the City's Professional Services Review Committee (PSRC) to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

	<b>Maximum Points</b>
1. Approach to Project and Ability to Furnish Required Services	<b>25</b>
2. Ability of Design-Build Team	<b>25</b>
3. Successful Experience with Similar Projects	<b>30</b>
4. Ability to Meet Schedule and Budget Requirements	<b>10</b>
5. Effect of Project Team Location on Project Responses	<b>10</b>
6. Financial Capability –Responsive or Non-Responsive	<b>none</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

**1. APPROACH TO PROJECT AND AVAILABILITY TO FURNISH REQUIRED SERVICES - 25 POINTS**

Provide brief overview of firm and firm history. Provide a narrative demonstrating Proposer's approach to project and its ability to furnish services. Describe the various phases of the project. Explain the organization of the design-build team and specific responsibilities of firms and team members (**include an Organizational Chart**).

Demonstrate the proposer's minimum compliance with the design-build requirements of Florida Statute 287.055.

Indicate if services will be provided by applicant or by sub-consultant firm. When services are to be provided by sub-consultant firm, include sub consultant firm's name, appropriate qualifications and specify what services will be provided.

Relative to the scope of services for the project, describe the specific abilities of the firms. Describe the proposer's plan for the services and how those plans are to be executed.

Include any innovative approaches to providing the services or to implementing the project.

Briefly describe the proposer's Quality Assurance/Quality Control Program.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**2. ABILITY OF DESIGN-BUILD TEAM - 25 POINTS**

Attach resumes for key personnel of the Project Team, detailing qualifications and past experience as it relates to similar types of projects. Information shall include name of individual and where the individual will be located during the project. All professionals of record shall be included.

Provide a short narrative on each team component or position describing its function and responsibilities.

Submit separate organizational charts delineating personnel assigned to both construction and design services.

**3. SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS – 30 POINTS**

Utilizing the Experience Record Form (**Attachment D**) list projects completed within the past 5 years to indicate proficiency in similar work. An Experience Record Form shall be submitted for all companies included in the Project Team.

Provide more specific information on a maximum of five (5) recent, representative projects using Project Reference Form, (**Attachment E**). Identify members of the project team who have worked on these representative projects and their levels of responsibility.

All Proposers and key firms of the Proposers' teams shall disclose and provide a written explanation regarding any litigation, major disputes, contract defaults and liens within the last 5 years.

**4. ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS – 10 POINTS**

Provide a short narrative outlining how the proposer intends to manage the project in order to meet schedule and budget requirements.

Indicate the controls to be utilized to maintain both schedule and budget for this project.

Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on the project during both the design and the construction phases of the project.

Describe the current and projected workload of the proposer and sub-consultants over the next two years and the daily ability of each to handle the scope of services.

Provide a graphic representation of the proposer's current commitments over the next two year period for key members of the project team.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**5. EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES – 10 POINTS**

Define where elements of the work will be performed (City/State), whether performed by prime or sub-consultant firms, and who in the Proposer's organizational chart will oversee performance of that work.

Specify the members of the project team and office location for each.

For the purpose of this solicitation, a firm shall be considered local if the office from which it will be managing the project is located in Brevard County.

**6. FINANCIAL CAPABILITY (NO POINTS ALLOCATED; WILL BE RATED AS RESPONSIVE OR NON-RESPONSIVE)**

The selected Proposer will be required to provide a Performance Bond and Payment Bond in the full amount of the contract. At this time, Proposers shall evidence their ability to obtain and maintain a Performance and Payment Bond in the amount of at least five million (\$ 8,500,000) dollars and at least two million (\$ 2,000,000) dollars in Professional Liability insurance.

Include a signed copy of Attachment F – Assurance of Insurability Form. (Insurance requirements for the Project are discussed in detail on pages 15 & 16).

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**RISK:**

Proposers responding to this Request for Proposals do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the City reserves the right to:

- Make changes to the RFQ;
- Cancel this RFQ;
- Request clarifications;
- Waive any informality or irregularity;
- Negotiate modifications to qualification proposals;
- Reject any and all qualification proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

**CLARIFICATIONS AND ADDITIONAL INFORMATION**

The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Review Committee may consider any further elaboration by the Proposers of any information previously submitted.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**PARTNERSHIPS/CORPORATIONS/AGENTS**

If the proposer is a joint venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, materials testing and construction portions of the work.

When a corporation is a Proposer, the authorized corporate officer signing the Proposal shall set out the corporate name in full beneath which said officer shall sign his/her name and give title of his/her office.

Anyone signing the Proposal as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships shall furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing each Proposal shall certify under oath on the Proposer Information / Certification Form (Attachment C), that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.

Failure to submit documents requested above with the proposal or within twenty four (24) hours of request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.

Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

**PART VI – EXHIBITS & ATTACHMENTS**

<b>FORM</b>	<b>NAME</b>	<b>REMARKS</b>	<b>PAGE</b>
<b>EXHIBIT A</b>	PROPOSAL SUBMITTAL SIGNATURE FORM	Mandatory	34
<b>EXHIBIT B</b>	PUBLIC ENTITY CRIME INFORMATION	Mandatory	35
<b>EXHIBIT C</b>	PROJECT FORM & CERTIFICATION	Mandatory	37
<b>EXHIBIT D</b>	NON-COLLUSIVE AFFIDAVIT	Mandatory	38
<b>EXHIBIT E</b>	DRUG-FREE WORKPLACE	See discussion	39
<b>EXHIBIT F</b>	REFERENCES	Mandatory	41
<b>EXHIBIT G</b>	STATEMENT OF ORGANIZATION	Mandatory	43
<hr style="border: 2px solid blue;"/>			
<b>ATTACHMENT A</b>	CITY OF COCOA BEACH,FL STANDARD CONTRACT ADDENDUM	Mandatory	46
<b>ATTACHMENT B</b>	PROPOSER INFORMATION / CERTIFICATION	Mandatory	49
<b>ATTACHMENT C</b>	EXPERIENCE RECORD FORM	Mandatory	51
<b>ATTACHMENT D</b>	PROJECT REFERENCE FORM	Mandatory	54
<b>ATTACHMENT E</b>	ASSURANCE OF INSURABILITY FORM	Mandatory	55
<b>ATTACHMENT F</b>	DESIGN CRITERIA PACKAGE *SEPARATE ATTACHMENT*	N/A	57
<b>ATTACHMENT G</b>	GEOTECHNICAL REPORT *SEPARATE ATTACHMENT*	N/A	57



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**EXHIBIT B**

Page 1 of 2

**CITY OF COCOA BEACH  
SWORN STATEMENT UNDER SECTION 287.133 (3) (a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted at the request for payment by the City of Cocoa Beach.
2. This sworn statement is submitted by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ whose business address is \_\_\_\_\_ and \_\_\_\_\_
3. (If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person, who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**EXHIBIT B**

Page 2 of 2

**CITY OF COCOA BEACH  
SWORN STATEMENT UNDER SECTION 287.133 (3) (a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of \_\_\_\_\_, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Date**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who produced a \_\_\_\_\_ as identification and who did take an oath.

My commission expires: \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**EXHIBIT C  
PROJECT FORM & CERTIFICATION**

Proposer Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Internet Address \_\_\_\_\_

Type of Business (Corporation, Partnership, Other – Specify) \_\_\_\_\_

Tax ID number (EIN/SSN): \_\_\_\_\_

**Certification: The undersigned hereby confirms as follows:**

- A. I am a duly authorized agent of the Company/Individual submitting the proposal;
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, \_\_\_\_\_, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the proposal opening.

**Variations**

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section \_\_\_\_\_ Variance \_\_\_\_\_

Section \_\_\_\_\_ Variance \_\_\_\_\_

Section \_\_\_\_\_ Variance \_\_\_\_\_

Attach additional sheets as necessary.

By: \_\_\_\_\_  
Manual Signature of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name of Agent

\_\_\_\_\_  
Title of Agent

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**EXHIBIT D  
NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ County of \_\_\_\_\_

Before me, the undersigned authority personally appeared:

\_\_\_\_\_ who, being first duly sworn,  
deposes and says that:

1. He/She is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, firm, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ who  is personally known to me or  has produced his/her driver's license as identification.

**Notary Public - State of Florida**

**Print Name:** \_\_\_\_\_

**Commission No:** \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

Page 1 of 2

**EXHIBIT E  
DRUG-FREE WORKPLACE**

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

**Name of CONTRACTOR**

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

Page 2 of 2

**EXHIBIT E  
DRUG-FREE WORKPLACE  
(CONTINUED)**

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                      COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_ as  
\_\_\_\_\_  
*(Name of person acknowledging)*                      *(Title)*

For \_\_\_\_\_.  
*(Company name)*

Personally known to me \_\_\_\_\_ or has produced Identification \_\_\_\_\_, type of  
identification produced \_\_\_\_\_.

\_\_\_\_\_  
(NOTARY SEAL HERE)

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**EXHIBIT F  
REFERENCES**

The Contractor shall provide a minimum of three (3) references for providing services of at least a similar size and scope as those services stated in the Agreement.

**Name of Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Principal Contact Person(s):** \_\_\_\_\_

\_\_\_\_\_

**Year Contract Initiated/Terminated:** \_\_\_\_\_



**Name of Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

\_\_\_\_\_

**Principal Contact Person(s):** \_\_\_\_\_

\_\_\_\_\_

**Year Contract Initiated/Terminated:** \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**EXHIBIT F  
REFERENCES**

The Contractor shall provide a minimum of three (3) references for providing services of at least a similar size and scope as those services stated in the Agreement.

**Name of Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:**  
\_\_\_\_\_

**Principal Contact Person(s):** \_\_\_\_\_

**Year Contract Initiated/Terminated:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:**  
\_\_\_\_\_

**Principal Contact Person(s):** \_\_\_\_\_

**Year Contract Initiated/Terminated:** \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**EXHIBIT G  
STATEMENT OF ORGANIZATION**

Page 1 of 3

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

**Individual's Name:** \_\_\_\_\_

**D/B/A:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

If the Proposer is a **PARTNERSHIP and LIMITED LIABILITY COMPANY**  
(Provide names and signatures of all partners):

**Company Name:** \_\_\_\_\_

**Partner** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Partner** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Partner** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**EXHIBIT G  
STATEMENT OF ORGANIZATION**

Page 2 of 3

If the Proposer is a **CORPORATION**:

**Corporation Name:** \_\_\_\_\_  
**State of Incorporation** \_\_\_\_\_  
**Name/Title of person authorized to bind** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Name/Title of person authorized to bind** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

If Proposer is a **JOINT VENTURE**:

**Name/Title:** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Name/Title of person authorized to bind** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

---

**EXHIBIT G  
STATEMENT OF ORGANIZATION**

Page 3 of 3

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ who  is personally known to me or  has  
produced his/her driver's license as identification.

\_\_\_\_\_

Notary Public - State of Florida

Print Name:

\_\_\_\_\_

Commission No:

\_\_\_\_\_

(    ) Offeror shall submit proof that the company is authorized to do business  
in the State of Florida.

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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**ATTACHMENT A**

**CITY OF COCOA BEACH, FLORIDA  
STANDARD CONTRACT ADDENDUM**

**THIS STANDARD CONTRACT ADDENDUM** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and \_\_\_\_\_, hereinafter referred to as “Contractor”, concerning that certain agreement entitled \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 2022 (“Agreement”).

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

**2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

---

public agency 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 this chapter 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 public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency 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 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 public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Works Facility City Clerk 2nd floor**  
**1600 Minuteman CSWY**  
**P.O. BOX 322430**  
**COCOA BEACH, FL 32932-2430.**  
**321-868-3286,**  
[CITYCLERK@CITYOFCOCOABEACH.COM](mailto:CITYCLERK@CITYOFCOCOABEACH.COM)

**3. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

**CITY OF COCOA BEACH**  
**REQUEST FOR QUALIFICATIONS CB 22 – 004**  
**DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL**  
**GREEN SPACE**

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**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

**5. E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**6. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**7. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
GREEN SPACE**

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submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**8. Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

**Contractor:**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**City of Cocoa Beach**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**CITY OF COCOA BEACH  
 REQUEST FOR QUALIFICATIONS CB 22 – 004  
 DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL  
 GREEN SPACE**

**ATTACHMENT B  
 PROFESSIONAL SERVICES RESPONSE FORM**

<b>Company Name: Years in business:</b>					
<b>Address:</b>					
<b>E-mail Address</b>		<b>Phone Number</b>		<b>Fax Number</b>	
		<b>City/County</b>		<b>State</b>	
<b>Home office</b>					
<b>Office to perform work</b>					
<b>1.</b>	<b>Project Team Name and Title</b>	<b>Years' experience</b>	<b>City of office individual will work out of for this project</b>	<b>City individual's office is normally located</b>	<b>City of individual's residence</b>
<b>2.</b>	<b>Magnitude of company operations</b>				
	A) Total professional services fees received within last 24 months:		\$		
	B) Number of similar projects started within last 24 months:				
	C) Largest single project to date:		\$		
<b>3.</b>	<b>Magnitude of City projects</b>				
	A) Number of current or scheduled City projects				
	Payments received from the City over the past 24 months		\$		



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT C  
PROPOSER INFORMATION / CERTIFICATION**

1. Legal Name of Proposer (Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.):  
\_\_\_\_\_
2. Name/title of contact person for the Proposer: \_\_\_\_\_
3. Local business and mailing address: \_\_\_\_\_
4. Primary business and mailing address: \_\_\_\_\_
5. Telephone number: (\_\_\_\_)\_\_\_\_\_ FAX :(\_\_\_\_)\_\_\_\_\_

The above named Proposer affirms and declares:

- A. That the Proposer understands all requirements of the RFP and states that as a serious Proposer they will comply with all the stipulations included in the RFP package.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Proposer is not in arrears to City of Cocoa Beach upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to City of Cocoa Beach except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- F. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

**IN WITNESS WHEREOF**, this Proposal is hereby signed and sealed as of the date indicated.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Title**

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT C  
(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)  
(CONTINUED)**

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath and who executed the foregoing instrument as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of the Person taking  
Acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or  
Stamped)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Serial Number, if any)

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT C  
(ACKNOWLEDGEMENT OF PROPOSER,  
IF A PARTNERSHIP OR INDIVIDUAL)  
(CONTINUED)**

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm of \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of the Person taking Acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT D  
EXPERIENCE RECORD FORM**

1. Client Name:
  
2. Client Contact: (name, title, phone number and/or email address)
  
3. Location:
  
4. Project Start and Completion Dates:
  
5. Project Description:
  
6. Project Budget:
  
7. Firm/Team members involved and level of responsibility of each:

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT E  
PROJECT REFERENCE FORM**

1. Project title and Location:
  
2. Project Description:
  
3. Owner's Name:
  
4. Owner Contact Person/Phone No.:
  
5. Architect of Record:
  
6. Architect Contact Person/Phone No.:
  
7. Project Costs (include Project Total Sq. Ft. & Cost per Sq. Ft.):
  
8. Was construction completed within budget: (if not, provide explanation)?
  
9. Construction Start and Completion Dates:
  
10. Was construction completed within schedule (if not, provide explanation and original completion date)?
  
11. Location of office performing work:
  
12. Was Proposer the prime contractor or subcontractor?
  
13. Type/Scope of Services Provided:
  
14. Names and roles of key team personnel for this project:
  
15. Which members of your proposed team worked on this project?



**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND  
CULTURAL GREEN SPACE**

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**ATTACHMENT F  
ASSURANCE OF INSURABILITY FORM**

Any award(s) that may result from this solicitation will be contingent upon the provision of insurance meeting the requirements specified in the RFP (Pages 11 & 12). Additionally, a waiver of subrogation and naming of the City of Cocoa Beach as additional insured are mandatory. Proposers are encouraged to review insurance requirements with their insurance carrier prior to submittal of a proposal.

By signing this form, you are indicating that you have the ability to comply with the listed insurance requirements. The absence of this signed form as part of your submittal may, at the City's sole discretion, result in your submittal being deemed non-responsive.

By signing this form, I hereby certify that:

1. I am able to provide all insurance required in the solicitation within the specified ten-day period;
2. I am willing and able to add the City of Cocoa Beach as additional insured on my policies; and
3. I am willing and able to grant a waiver of subrogation to the City of Cocoa Beach.

Within ten (10) business days after solicitation award, the selected proposer shall submit the required insurance certificates. After ten (10) days, if required evidence of insurance is not received, the City reserves the right to rescind the award.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

**CITY OF COCOA BEACH  
REQUEST FOR QUALIFICATIONS CB 22 – 004  
DESIGN-BUILD SERVICES FOR CITY HALL AND CULTURAL GREEN SPACE**

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**ATTACHMENT G  
DESIGN CRITERIA PACKAGES  
PART 1 & PART 2**

**\*\*\*\*Separate Attachments\*\*\*\***

**ATTACHMENT H  
GEOTECHNICAL ENGINEERING EVALUATION  
\*\*\*\*\*Separate Attachment\*\*\*\*\***