RESOLUTION NO. 2014 - \sqrt{Q}

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD REQ NO. 14-06 AND TO EXECUTE AGREEMENTS FOR ENVIRONMENTAL SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with the top six (6) ranked firms to provide Environmental services for St. Johns County; and

WHEREAS, the scope of the <u>services shall consist of multiple future projects to be issued on a task order basis</u>; and

WHEREAS, through the County's formal RFO process, six (6) firms were selected as the most qualified respondents to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

WHEREAS, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

- Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.
- Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 14-06 to the top six (6) ranked firms.
- Section 3. The County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft with the top six (6) ranked firms on behalf of the County to provide the scope of services as specifically provided in RFQ 14-06.
- Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of Jebruary, 2014.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA

By:

Chair

ATTEST: Cheryl/Strickland, Clerk

By: Ken Spelterman

Deputy Clerk

RENDITION DATE 2/20/

REQUEST FOR QUALIFICATIONS

RFQ #14-06

FOR

Environmental Services



Issued By:

St. Johns County, Florida
St. Johns County Purchasing Department
500 San Sebastian View
Saint Augustine, Florida 32084

Due Date/Time for Receipt of Proposals: November 21, 2013 @ 4:00 p.m.



RFQ#14-06 ST. JOHNS COUNTY, FLORIDA REQUEST FOR QUALIFICATIONS

CONTINUING CONTRACT FOR ENVIRONMENTAL SERVICES

In accordance with the provisions of Subsection 287.055, Florida Statutes and St. Johns County Purchasing Procedures, notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will accept letters of interest and qualifications statements **until 4:00 P.M. on November 21, 2013**, at the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084 for the following Professional Services: **CONTINUING CONTRACT - ENVIRONMENTAL SERVICES**

Proposal packages may be obtained from Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, or by via email request to bmein@sjcfl.us, or by calling Onvia Demand Star at 800-711-1712 and requesting Document #14-06. Many packages can be downloaded from the Internet. Check the Agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site — www.demandstar.com.

Qualified Engineering Firms desiring to respond to the RFQ must submit six (6) proposal packages, clearly marked on the outside: Sealed Proposal for RFQ #14-06 CONTINUING CONTRACT FOR ENVIRONMENTAL SERVICES to St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, by or before 4:00 P.M. on November 21, 2013.

<u>CONTACTS</u> - Questions related to this RFQ shall be directed **in writing to Bridget Mein**, Contract Specialist, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084, fax (904) 209-0163, or email bmein@sicfl.us. **Inquiries related to the work scope**, clarification or corrections must-be-in-writing-to-the-contact-name-shown above via fax, email or mail and must be received in writing no later than 4:00 P.M. on November 7, 2013. No verbal inquiries will be accepted. All addendum(s) will be issued by the Purchasing Department no later than **November 14**, 2013. Do not contact any other staff member of St. Johns County, except Bridget Mein, Contracts Coordinator, with regard to this RFQ. Contact with any other County employee associated with these services during the RFQ process is strictly prohibited. All inquires will be routed by the Purchasing Department to the appropriate staff member for response.

QUE DATE AND LOCATION - The letters of interest and supplemental information will be received until **4:00 p.m. on November 21, 2013.** Mail or deliver all proposals to Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084. St. Johns County, Florida reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of St. Johns County.

<u>Introduction</u> - St. Johns County, Florida solicits responses from qualified and experienced firms to provide professional environmental engineering services to St. Johns County on a continuing service contract. Qualified firms shall have significant and demonstrated experience and qualifications in delivery of professional environmental engineering services. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants.

<u>Scope of Services</u> – The St. Johns County Engineering Department, which is located at 2740 Industry Center Road, St. Augustine, Florida 32084, desires to secure the following required Environmental Services, but not limited to:

- a. Wetland assessments and mapping
- b. Wetland jurisdictional line delineation
- c. Mitigation plan and design
- d. Site evaluation
- e. Phase I, II and III environmental assessments (due diligence)
- f. Environmental sample collection, analysis and evaluation
- g. Contamination assessment reports and remedial action plans

Work will be awarded on a project by project basis that may include any or all of the above services, or services not specifically mentioned, but directly related to the specific discipline. Consultants may hire sub-consultants to be used for portions of the required services; however, the primary consultant must be responsible for all of the work performed.

Generally, the method of compensation preferred by the County is on an hourly basis for services rendered, in accordance with an established fee schedule and actual hours. A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each agreement and will be a part of the contract documents. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful proposer(s). The Fee Schedule will designate the hourly rate / unit rates for each position title specified. Deviations from the negotiated fee schedule are strictly prohibited, without the prior written consent of the Purchasing Director. The task order proposals will detail the services required to complete the project. The total labor hours required for each activity, the total cost for each activity to include labor, materials, reimbursables and mileage must be included in the task order proposals. All task order fees will be in accordance with the contractual negotiated fee schedule. The successful individual(s) or firm(s) will be paid no more frequently than on a monthly basis, upon the receipt any deliverables required in each task order and a valid invoice or statement.

In the event that a Consultant is recommended for a contract after the qualifications based ranking, the firm will be required to submit hourly rates for staff and principal, including base rate, overhead and profit.

PROPOSAL FORMAT AND ADDITIONAL INFORMATION: Any qualified firm(s) or individual(s) desiring to provide countywide engineering services should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant. Agencies desiring to provide the required services should submit **one (1) original** and **five (5) copies** for a total of **six (6)** sets of the entire proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that Proposals be organized in the manner specified as follows:

<u>Cover Letter</u> - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should include the following:

- i. Name of the Firm submitting the response;
- ii. A statement that the Firm is responding to St. Johns County's request for qualifications to provide Environmental Engineering Services to St. Johns County, Florida;
- iii. Name(s), title(s), phone number(s), fax number(s), email and street addresses of the individual with responsibility for the response and to who matters regarding this RFQ should be directed;
- iv. Brief narrative of the Firm's qualifications, ability and understanding to provide Engineering Services to St. Johns County;
- v. Such other information as the respondent deems appropriate.

<u>Section 1:</u> Consultant Profile - Provide the following information about your firm:

- The firm's name, e-mail address, business address, phone number, and fax number
- Types of services and products offered
- Number of years in business
- · Number of employees

- The location of the office or offices that would provide the project services
- The license number for the firm's Certificate of Authorization as required by Florida Statutes Chapter 472.021,
- · A brief statement of the firm's background

<u>Section 2:</u> Technical Approach to Projects - In this section, describe your firm's expertise with the methods, hardware, and software necessary to perform the project scope and services described in this RFO.

<u>Section 3:</u> **Equipment Ownership -** Include a list of Environmental equipment and software ownership.

<u>Section 4:</u> **Quality Control** - Describe the respondent's approach to quality assurance/quality control (QA/QC) procedures.

<u>Section 5:</u> Staff Qualifications and Project Team - Start the section by introducing the designated project manager and the project team. Remember that the selection criteria in Part 2 require the proposed team to include a Professional Engineer (PE) in the State of Florida. Include a project team organization chart.

Then, for each key person that would be assigned to the projects, include a one- or two-page résumé that includes a summary of relevant professional qualifications, relevant project experience, education, and professional registration. Include a copy of current Department of Business and Professional Regulation License for each key person with a professional registration.

<u>Section 6:</u> Related Experience and References - For up to 5 relevant projects, include a one or two-page project description that demonstrates capabilities in the project services, experience with similar counties, and/or local project experience within the past three years. Include the name of the organization and the name of the person there to contact for a reference.

Section 7: Schedule and Availability - Describe your projected resource availability for projects.

<u>Section 8:</u> References - List of five (5) references for which work of a similar nature has been performed in the past three (3) years. Please include name(s), title(s), address(es), phone number(s), email address(es) of the person in charge of projects.

Section 9: Administrative Information - Please include the following:

- A. SF330 Architect-Engineer Qualifications OR
- B. If Item A is not available, please provide the GSA Standard Form 254 questionnaire OR
- C. If Item A is not available, please provide the GSA Standard Form 255 questionnaire.
- D. A copy of the firm's Certificate of Authorization as required by Florida Statutes Chapter 472.021.
- E. Indicate whether the proposing Firm has ever had a contract/agreement relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- F. Indicate whether proposing firm has ever filed an administrative or judicial action with any state Agency or state court. If so, what were the grounds/reasons, and what was the ultimate outcome? List all legal proceedings your firm has been involved in over the past 10 years.
- G. Conflict of Interest All proposers must identify any past, present and/or future contractual or personal relationships with employees of St. Johns County or officials or appointed officers which would have actual or the appearance of a conflict of interest.
- H. The selected Consultant(s) may be required to submit three (3) years' annual financial statements, including company financial statement summaries, certified by a certified public accountant, prior to contract execution.
- I. The Respondent shall supply information that is fully responsive to the RFQ, including, but not limited

to, provision of any required license, permits, insurance, rate sheets and organizational papers.

- J. Proof of Insurance and its limits as follows:
 - 1. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the County.
 - 2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
 - The County will be named as additional insured on both the General Liability and Auto Liability policies.
 - The County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

It is the responsibility of the Consultant to insure that all subcontractors comply with all insurance requirements. These are minimum requirements which are subject to modification in response to high hazard operations.

- The Consultant shall maintain during the term of this Contract, standard Professional Liability Insurance.
- 4. The Consultant shall maintain during the life of this Contract, Commercial General Liability Insurance. This shall include coverage for:
 - Premises/operations
 - Products/complete operations
 - Contractual liability
 - Independent contractors
- 5. The Consultant shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance. This shall include coverage for:
 - Owned autos
 - Hired autos
 - Non-owned autos
- 6. The Consultant shall maintain during the life of this Contract, Workman's Compensation Insurance to meet statutory limits as are required by the law for all of its employees per Florida Statute 440.02. This policy must include Employer Liability.

INSURANCE REQUIREMENTS - The CONSULTANT shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida

500 San Sebastian View St. Augustine, Fl 32084

A. Standard Contract for Service: \$500,000 or less with no unusual hazards - The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from

claims of property damages which may arise from any operations under this contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

B. Major Contract for Service: \$500,000 or more with unusual or high hazards - The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

EVALUATION OF PROPOSALS: St. Johns County intends to select consultants that demonstrate, in the County's opinion, the highest degree of compliance with the criteria listed below. With those consultants, St. Johns County will negotiate the technical aspects of the scope of work, deliverables,

schedule, and fee on a project by project basis. Proposals will be evaluated in compliance with Florida Statute 287.055 (Consultants Competitive Negotiations Act), St. Johns County Purchasing Policy and the specific criteria as follows:

- **A. Compliance with RFQ Instructions.** The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification.
- **B. Technical Expertise.** The proposal will be evaluated on the Consultant's approach, capabilities, and methods in performing the project services.
- **C. Equipment Ownership.** St. Johns County prefers that the Consultant owns, leases to own, or long term leases all the equipment and that the Consultant owns or licenses all the software to be used for projects. This preference increases the likelihood that the equipment will be properly calibrated and well maintained, along with staff being properly trained to utilize the equipment.
- **D. Quality Control.** The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.
- **E. Staff Qualifications and Firm Background.** The proposals will be evaluated on the basis of the Consultant's demonstrated staff qualifications, which must include a Professional Engineer (PE) licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the Consultant's background, including the number of years in business.
- **F.** Experience with Similar Projects and St. Johns County. The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services Required. Projects completed for the County and other state or federal agencies will be considered.
- G. Schedule and Availability. The projected resource availability will be evaluated in the choice of the Consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability.
- H. References. The proposals will be evaluated based on submittal of references.

Proposals will be reviewed by an evaluation committee. Evaluation Committee members will individually review proposals with no discussion amongst themselves. The Evaluation Committee will meet to compile the evaluators' scores and rank the responding firms in order. Each proposer will receive notification regarding the date, time and location of this meeting. This will be a public meeting conforming to all applicable State of Florida Sunshine Laws.

Members of the Evaluation Committee will review and evaluate each written proposal in accordance with

the following criteria:

| Criteria | Rating Points |
|---|---------------|
| Compliance with RFQ Instructions | 0-10 |
| Technical Expertise | 0-20 |
| Equipment Ownership | 0-10 |
| Quality Control | 0-10 |
| Staff Qualifications and Firm Background | 0-10 |
| Experience with Similar Projects and St. Johns County | 0-20 |
| Schedule and Availability | 0-10 |
| References | 0-10 |
| Maximum Points Allowed | 0-100 |

Please see attached Evaluation Criteria and Evaluation Sheet. The Evaluation Committee will make recommendations based upon the written submittals.

Final rankings will be compiled, summarized and ranked in a Public Meeting. All Respondents will be notified regarding time, date, and location of this meeting. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. A recommendation will be presented to the Board of County Commissioners for approval and authorization to negotiate contracts. Award of this RFP shall

be made to the proposer(s) who, in the sole opinion of the County, is (are) deemed the most advantageous for the County. Upon selection of the top ranked firm(s) and BOCC approval, St. Johns County will negotiate the specific terms of the contract including fees and cost.

Any and all services not part of the original Scope of Work shall be considered additional services and shall not be implemented until approved by St. Johns County and a Task Order Amendment is fully executed by all parties.

CONTINUING SERVICES CONTRACT TERM: It is anticipated that St. Johns County will issue a professional services continuing contract for three years with three annual renewal options with one or more individual(s) or firm(s). Any contract(s) negotiated with any individual(s) or firm(s) responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

Work will be awarded by task order on a project-by-project basis that may include any or all of the above mentioned services, or services not specifically mentioned, but directly related to the specified discipline. Individual(s) or firm(s) may sublet, subcontract or otherwise engage the services of a third party. The subcontractor information and proposal must be disclosed in the response to the proposal. However, the primary consultant <u>must</u> be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by current Florida Statute. The agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida.

It is the intent of St. Johns County, if successful with contract negotiations, to enter into a Continuing Contract for Professional Services for an initial three (3) year period with provisions for three (3) one (1) year renewal options. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any firm(s) responding to this Request for Qualifications will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by St. Johns County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Proposer.

The competence, responsiveness, and responsibility of proposers will be considered in making the award. Proposers are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

The proposer declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

The County is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals. The County will not be liable for any costs incurred by the Proposer in connection with interviews/presentations (i.e., travel, Accommodations, etc.). It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received in response to this Request for Qualifications will become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

In the event that a contract/agreement is attached to the RFQ, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the County. In the event that a contract/agreement is not attached to the RFQ, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a contract/agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a contract has been executed by both the County, and the selected proposer. The County reserves the right to delete, add to, or modify one or more components of the selected proposer's proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no proposer (whether selected or not) may seek or claim any award and/or re-Imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the proposer. By submitting a proposal, a proposer agrees to be bound by these terms and provisions of the RFQ.

BID PROTEST - Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

INDEMNIFICATION - To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, daims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or

death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

St. Johns County Administrative Code Section 304.6.5 Procedures Concerning Lobbying. Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, Request for Proposal or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months.

"Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

Purchasing Department St. Johns County Board of County Commissioners Definitions of Evaluation Criteria for Ranking of Consultants RFQ 14-06 Environmental Engineering Services

- **A.** Compliance with RFQ Instructions (0 to 10 points) The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualificat6ion. *This will be graded on a 0-10 scale*
- **B.** Technical Expertise (0 to 20 points) The proposal will be evaluated on the Consultant's approach, capabilities, and methods in performing their project services. This will be graded on a 0-20 scale
- **C. Equipment Ownership (0 to 10 points) -** St. Johns County prefers that the Consultant owns, leases to own, or long term leases all the equipment and that the Consultant owns or licenses all the software to be used for projects. This preference increases the likelihood that the equipment will be properly calibrated and well maintained, along with staff being properly trained to utilize the equipment. This will be graded on a 0-10 scale
- **D.** Quality Control (0 to 10 points) The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner. This will be graded on a 0-10 scale
- **E. Staff Qualifications and Firm Background (0 to 10 points) -** The proposals will be evaluated on the basis of the Consultant's demonstrated staff qualifications, which must include a Professional Engineer (PE) licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the Consultant's background, including the number of years in business. *This will be graded on a 0 10 scale*
- **F.** Experience with Similar Projects and St. Johns County (0 to 20 points) The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the County and other state or federal agencies will be considered. If the evaluator is unfamiliar with the firm under consideration, or if the firm has no experience working with St. Johns County, the evaluator should give 10 points in this category. Ten is considered to be a neutral number. If the firm has experience in the County, and you have direct and first hand knowledge of that experience, then rank more or less than 10 depending on whether their performance was less than average or better than average. *This will be graded on a 0 20scale*
- **G. Schedule and Availability (0 to 10 points)** The projected resource availability will be evaluated in the choice of the Consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability. *This will be graded on a 0-10 scale*
- **H.** References (0 to 10 points) To avoid duplication, The County Engineer, o other designated individual will contact and rank references. This will be graded on a 0-10 scale

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DATE:_

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SIGNATURE OF RATER:

EVALUATION SHEET RANKING OF PROFESSIONALS

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

ST. JOHNS COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS CRITERIA FOR RANKING:

DATE:
PROJECT: RFQ 14-06
Environmental Services

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| F. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 20 | | | | | | |
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| D. QUALITY CONTROL D TO 10 | | | | | i | |
| C. EQUIPMENT OWNERSHIP 0 TO 10 | | | | | | |
| B. TECHNICAL EXPERTISE 0 TO 20 | | | | | | |
| A. COMPLIANCE WITH RPQ INSTRUCTIONS 0 TO 10 | | <u>}</u> | | | | |
| FIRM | | | | | | |

*To avoid duplication, the County Engineer, or Designee will contact and rank references.



St. Johns County Board of County Commissioners

Purchasing Division

November 14, 2013

ADDENDUM #1

To:

Prospective Bidders

From:

St. Johns County Purchasing Department

Subject:

RFP #14-06 Environmental Services

This Addendum #1 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the <u>signed</u> Addendum with your proposal.**

- 1. Who are the current incumbents for the current CONTINUING CONTRACT FOR ENVIRONMENTAL SERVICES? Please see attached report. The report illustrates a Master Continuing Contract value for each firm under contract, which is the total value of all task order values.
- 2. Scope of Services Can you please clarify what is the difference in the scope of services listed in RFQ for Engineering Services 14-05 it includes S. Environmental Services listed in the scope of work and the RFQ for Environmental Services 14-06. Are these the same services? Yes, however the engineering services contract will utilize the environmental tasks within a bigger project task while the environmental services contract can be used for environmental specific and standalone tasks.
- 3. Is the SF330 required only for section 9? If so, are you asking for an entire SF330 or just Parts I and II (administrative information), excluding sections E through H? If it is the entire SF330, Section 6 asks for 5 projects while an SF330 asks for 10. Would you like 5 projects in Section 6 and 10 in Section 9? I would just like clarification on this. Please submit all sections of the SF330.
- **4.** Section 9,H states the consultant MAY be required to submit 3 years of annual financial statements certified by a PA. Is this to be included in the submittal? **Yes.**
- 5. What has been the annual spending amount on this Environmental Contract? Please see attached report. The report illustrates a Master Continuing Contract value for each firm under contract, which is the total value of all task order values.
- **6.** Is there a certain order (or process) that each firm on the list is awarded projects to work on? **No.**
- 7. What are the potential project assignments for the new contract? Unknown at this time.
- 8. How many firms will be selected for the new contract? Unknown at this time.
- **9.** Our firm is submitting as a Prime on the RFQ for Environmental Services, RFQ #14-06. Can our firm also be included as a sub-consultant for the same RFQ? **Yes.**
- **10.** Item d., under Scope of Services (Page 3) lists "site evaluation" as an environmental service. Since site assessment is covered under line item e., can you please define "site

- evaluation"? A "Site Evaluation" is Phase 1 and Phase 2 Environmental Site Assessments for land purchase requirements.
- **11.**Section 4: Quality Control, (Page 4), states" Describe the respondents approach to quality assurance/quality control (QA/QC) procedures". Is the County referring specifically to analytical QA/QC protocol, document QA/QC protocol, or both? Please clarify. **Both.**
- **12.**Section 6: Related Experience and References, and Section 9, items A., and B. (Page 4), appear to request duplicate information. Is the county asking specifically for Part II of the SF 330 and not resumes in this section? Please clarify. **Please submit all sections of the SF330.**
- 13. In page 5, Section 9 Administrative Information, Item I asks respondents to provide "... required license, permits, insurance, rate sheets, and organizational papers." Kindly clarify what "rate sheets" and "organizational papers" you are asking from respondents. Please submit copies of all licenses, permits, and an insurance certificate. Organizational Papers include licenses, permits, insurances, corporate documents, state papers, etcetera. The Rate Sheet will be submitted upon Contract Execution.
- 14. Under the Proposal Format and Additional Information, Section 9, Item D (page 4), it asks for a copy of the firm's "Certificate of Authorization as required by Florida Statutes Chapter 472.021"; please clarify whether the lead firm for this Environmental Services RFQ is required to be a Surveying and Mapping firm or whether the lead firm can be an Engineering (F.S. Chapter 471) or Professional Geology (F.S. Chapter 492) registered firm. No, the firm is not required to be a Surveying and Mapping firm. A Certificate of Authorization is required for any discipline identified within this scope of services.
- **15.**We will be including our list of projects/references plus full resumes for our personnel in Sections 5 and 6 respectively. To cut down on redundancy and to avoid submitting a large submittal is it permissible to include only a SF 254 in Section 9 (Administrative Information) or does the County also require a full SF 330 in addition to the information required in Sections 1-9? **Please submit all sections of the SF330.**
- **16.** Is it permissible for a firm on the current contract to use a St. Johns County contact as a client reference? **Yes.**
- 17.Do the Standard Form 330 Part F or SF 254 projects need to be completed within the last 3 years as well? Or does that apply only to reference projects? **Projects performed within the last 3-5 years is sufficient.**
- 18. We are seeking an additional clarification dealing with Section 9: Administrative Information, A. SF330 Architect-Engineer Qualifications (page 4): Along with the Statement of Qualifications are you requesting a complete SF-330, which includes Part I Contract-Specific Qualifications (consisting of resumes, projects and additional information for specific project) and the Part II General Qualifications reflecting the general capabilities of the firm? **Please submit all sections of the SF-330.**
- 19. In Section 8 we are to include a list of 5 references. Do all 5 references need to be for the prime firm? **Yes.**
- 20. If so, do all subconsultants need to submit 5 references as well? No.
- 21. If not, is it permissible for the prime to include 3 references and our subconsultant include 2 references to equal 5 total? **No. All references should be for the Prime Consultant.**
- 22. "Section 9, Administrative Information" section of the proposal requests that an SF 330 or Standard Form (SF) 254 or SF 255 be included. Does St. Johns County have a preference as to whether an SF 330 or GSA Standard Form 254 questionnaire is provided? Firm project experience, references, and full-page resumes will be included in Sections 5 and 6, respectively. All sections of either the SF-330 OR the SF 254 or 255 should be submitted.
- **18.**Is the total estimated fee of how much work has been awarded to date under the current Continuing Contract for Environmental Services available? If so, please provide. If awarded fees are available broken down by firm, please provide that information as well. **Please**

see attached report. The report illustrates a Master Continuing Contract value for each firm under contract, which is the total value of all task order values.

18. If the responding firm includes other firms as subcontractors, do the subcontractors need to submit the Administrative Information described in Section 9 or is that only required for the prime respondent? **Requirements are for the Prime Consultant only.**

For clarification purposes, the County adds the following bullet points to the Scope of Services: H: Coastal Sciences and Engineering; I; Water Quality Sciences and Engineering

The due date of November 21, 2013 @ 4:00 p.m. remains the same.

| Sincerely, Bridget Mein | Acknowledgment |
|----------------------------|----------------------|
| Contract Specialist | Signature and Date |
| | Printed Name/Title |
| | Printed Company Name |

End of Addendum #2

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ST. JOHNS COUNTY, FLORIDA

EVALUATION SUMMARY SHEET Date: RFP: 16-Jan-14

RFQ 14-06 Environmental Services

| County Engineer | APPROVED: Purchasing Manager | _ | Environmental Consulting & Design, Inc. (ECD) 68 | Dredging & Marne Consultants, LLC (DMC) .70 | EE&G Environmental Services, LLC 73 | Anamer Environmental Consulting, Inc. 74 | LG2 Environmental Solutions 69 | Kleinfelder 75 | CPH Engineers, Inc. 75 | Carter Environmental Services 74 | Environmental Services, Inc. (ESI) 74 | Environmental Resource Solutions, Inc. (ERS) 75 | AMEC Environment & Infrastructure, Inc. 79 | Zev Cohen & Associates 78 | G.E.C., Inc. (Gulf Engineers & Consultants) 82 | Ellis & Associates 75 | Terracon Consultants, Inc. 77 | Environmental Consulting & Technology, Inc. 78 | | Tetra Tech 78 | Advanced Technology & Management, Inc. 81 | | | | Jones Edmunds & Associates, Inc. 83 | FIRM | | RATER |
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POSTING TIME/DATE FROM 4:00 p.m. January 16, 2014, UNTIL 4:00 p.m. January 21, 2014

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AVAIRD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO HIE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLDAYS) AFTER THE POSTING OF THE SUNMARY SHEET, PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY

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EVALUATION SHEET
RANKING OF PROFESSIONALS

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING:

DATE: 1/16/14 PROJECT: RFQ 14-06 **Environmental Services**

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ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING:

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

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EVALUATION SHEET RANKING OF PROFESSIONALS

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING:

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B. TECHNICAL EXPERTISE

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DATE: 1/16/14

PROJECT: RFQ 14-06

Environmental Services

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| SIGNATURE OF RATER: | *To avoid duplication, the County Engineer, or Designee will contact and rank references. | Zev Cohen & Associates | Tetra Tech | Terracon Consultants, Inc. | Taylor Engineering, Inc. | Reynalds, Smith & Hills (RS&H) | Normandeau Environmental Consultants | LGZ Environmental Solutions | Kleinfelder | Jones Edmunds & Associates, Inc. | G.E.C., Dic. (Gulf Engineers & Consultants) |
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EVALUATION SHEET RANKING OF PROFESSIONALS

ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING:

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

| Environmental Services, Inc. (ESI) | Environmental Resource Solutions, Inc. (ERS) | Environmental Consulting & Technology, Inc. | Environmental Consulting & Design, Inc. (ECD) | Ellis & Associates | EE&G Environmental Services, LLC | DRMP, Inc. | Dredging & Marne Consultants, LLC (DMC) | CPH Engineers, Inc. | Carter Environmental Services | Atkins North America, Inc. | Anamar Environmental Consulting, Inc. | AMEC Environment & Infrastructure, Inc. | Advanced Technology & Management, Inc. | FIRM |
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| 3/6 | 6 | 多大 | <u>'V</u> | S | 17 | 18 | 16 | <u>2</u> | 18 | 17 | 14 | 17 | 18 | B. TECHNICAL EXPERTISE 0 TO 20 |
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| _0 | 8 | 00 | 77 | عـ | 00 | 007 | ∞ | -0 | 9 | ∞ | 3 | ۵ | 0.00 | G, SCHEDULE AND AVARIABILITY 0 TO 10 |
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| G.E.C., Inc. (Gulf Engineers & Consultants) | W | 5 | ھ | ઝ | 9 | Ô | ∞ | N/A | 67 |
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| Reynolds, Smith & Hills (RS&H) · | a_ | 8 2. | وم | _ Q | 10 | õ | 01 | N/A | 80 |
| Taylor Engineering, Inc. | ٥. | 18 | _36 | မ | þ | 12 | \$ | NIA | 74 |
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| Tetra Tech | Ą | [9] | ÓΙ | 9 | 10 | 10 | 9 | N/A | 76 |
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SIGNATURE OF RATER: JOHN! SURNHAM PRINT NAME: JOHN P. BURNHAM

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EVALUATION SHEET RANKING OF PROFESSIONALS

CONTINUING CONTRACT - ENVIRONMENTAL SERVICES

DATE: 1/16/14
PROJECT: RFQ 14-06
Environmental Services

ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING:

| FIRM | A. COMPLIANCE WITH REQ INSTRUCTIONS 0 TO 10 | B. TECHNICAL EXPERTISE 0 TO 20 | C. EQUIPMENT CWNERSHIP 0 TO 10 | D. QUALTTY CONTROL O TO 10 | E STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 10 | R. EXPERIENCE WITH SIMPLAR PROJECTS 0 TO 20 | G. SCHEDULE AND AVAILABILITY 0 TO 10 | *H. REFERENCES 0 TC 10 | TOTALS |
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| Advanced Technology & Management, Inc. | | | , | | | | | 10 | |
| AMEC Environment & Infrastructure, Inc. | | | | | | | | Q. | |
| Anamar Environmental Consulting, Inc. | | | | | | | | 10 | |
| Atkins North America, Inc. | | | | | | | | 10 | |
| Carter Environmental Services | | | | | | | | هـ | |
| CPH Engineers, Inc. | | | | | | | | مہ | |
| Dredging & Marne Consultants, LLC (DMC) | | | | | | | | 10 | |
| DRMP, Inc. | | | | | | | | 10 | |
| EE&G Environmental Services, LLC | | | | | | | | 10 | |
| Ellis & Associates | | | | | | | | 10 | |
| Environmental Consulting & Design, Inc. (ECD) | | | | | | | | ō | |
| Environmental Consulting & Technology, Inc. | | | | | | | | ھر | |
| Environmental Resource Solutions, Inc. (ERS) | | | | | | | | οj | |
| Environmental Services, Inc. (ESI) | | | | | | | | ٥ | |

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|---|---|------------------------|------------|----------------------------|--------------------------|--------------------------------|--------------------------------------|-----------------------------|-------------|----------------------------------|---|
| SIGNATURE OF RATER: | *To avoid duplication, the County Engineer, or Designee will contact and rank references. | Zey Cohen & Associates | Tetra Tech | Terracon Consultants, Inc. | Taylor Engineering, Inc. | Reynolds, Smith & Hills (RS&H) | Normandeau Environmental Consultants | LG2 Environmental Solutions | Kleimfelder | Jones Edmunds & Associates, Inc. | G.E.C., Inc. (Gulf Engineers & Consultants) |
| Tatal may 1 | unty Engineer, or Designee v | | | | | | | | | | |
| PRINT NAM | vill contact and rank refereno | | | | | | | | | | |
| PRINT NAME: GLIZABETH IN GRAHAM DATE: 1/16/14 | es. | | | | | | | | | | |
| INGRAHAM DATI | | | | | | | | | | | |
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ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO:

Press Tompkins, County Engineer

FROM:

Bridget Mein, Contracts Coordinator

SUBJECT:

RFQ 14-06 Environmental Services

DATE:

January 16, 2014

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

| Dept. Approval |
|---------------------------------------|
| Date <u>January 28, 2014</u> |
| Budget Amount |
| Account Funding Title |
| Funding Charge Code |
| Award to the six (6) top ranked firms |
| Award Amount |