

**LAKE SHORE HOSPITAL AUTHORITY
LAKE CITY, FLORIDA**

**REQUEST FOR QUALIFICATIONS (RFQ) OF
MISCELLANEOUS ENGINEERING SERVICES FOR
LAKE SHORE HOSPITAL**

LAKE SHORE HOSPITAL AUTHORITY

REQUEST NO. 2017-01

**PROPOSALS ARE DUE NOT LATER THAN 4:00 PM, EST,
ON JUNE 30, 2017**

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SECTION 1: PROJECT INFORMATION

- 1.1 **PURPOSE:** The Lake Shore Hospital Authority Board of Trustees (Authority) is soliciting Statements of Qualifications from professional firms, registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide Miscellaneous Engineering Services for Lake Shore Hospital.
- 1.2 **PROJECT SUMMARY:** This call for professional services requires firms to perform a variety of Miscellaneous Engineering Services, and may include any or all of the items listed under the "Scope of Services, attached hereto as "Attachment A", or services not specifically mentioned, but directly related to the needs of Lake Shore Hospital.
- 1.3 It is the intent of the Authority to issue a Continuing Contract for Professional Services for an initial three (3) year period. 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 ("RFQ") will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by the Authority prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.
- 1.4 It is expressly understood that the Authority's preference/selection of any proposal does not constitute an award of a contract with the Authority. It is further expressly understood that no contractual relationship exists with the Authority until a Contract has been formally executed by both the Authority, and the selected Proposer. It is further understood, no Proposer may seek or claim any award and/or reimbursement from the Authority for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

SECTION 2: INSTRUCTION AND INFORMATION TO BIDDERS

2.1 **Tentative schedule of Selection Process:**

The Authority's intended schedule for the selection of Consultants is as follows:

Event	Date
Request for RFQ Available	5/19/17
Deadline for Questions	6/9/17
Proposal Due Date	6/30/17
Proposal Opening Date	7/6/17
Evaluation Committee-Ranking and Short List	7/14/17
Oral Presentations from Short List (if needed)	Week of 7/17/17
Recommendation of Award	Week of 7/17/17
Board Approval and execution of contract	August, 2017, meeting

These dates are estimates only and the Authority reserves the right, in its sole discretion, to alter this schedule, as it deems necessary or appropriate.

- 2.2 **SUBMISSION OF STATEMENT OF QUALIFICATIONS (RFQ):** An original and ten (10) copies of the proposal plus one (1) electronic copy on a computer disc or flash drive shall be sealed and clearly marked on the outside: **“Request for Qualifications – Miscellaneous Engineering Services for Lake Shore Hospital, Request No. ”**. The exterior of the envelope shall also contain the name and address of the Proposer.

Proposals must be in writing, and may be submitted by the Proposer in person or by courier to: Lake Shore Hospital Authority Board of Trustees, c/o Jack Berry, Executive Director, 259 NE Franklin Street, Suite 102, Lake City, Florida 32055.

Proposals must be received no later than June 30, 2017, at 4:00 p.m.

Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and discarded. Proposals will be opened at the office of the Executive Director at 10:00 a.m. on the next regular business day after the deadline, or soon thereafter.

Proposals submitted by mail or other overnight delivery (i.e. FedEx, UPS, etc.) shall be enclosed in another sealed envelope and addressed to: Lake Shore Hospital Authority, c/o Jack Berry, at the above address.

NOTE: THIS REQUEST FOR QUALIFICATIONS IS A NON-PRICED QUALIFICATIONS-BASED PROCESS. PRICING WILL BE CONSIDERED DURING THE CONTRACT NEGOTIATION PHASE ONLY.

- 2.3 **Public Meetings and Public Records Laws for Government contracting:** Pursuant to Section 119.071, Florida Statutes, (General exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of an intended decision or 30 days after the proposal opening, whichever is earlier.

Pursuant to Section 286.0113, Florida Statutes, (General exemptions from public meeting.) any portion of a meeting in which negotiations with a vendor is conducted as part of the “competitive negotiation” process at which a vendor makes an oral presentation or answers questions as part of the “competitive solicitation” process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion shall be held off the record. The recording of and any records presented at the exempt meeting are exempt from Section 119.071, Florida Statutes, until such time as the board provides notice of an intended decision or 30 days after opening the proposals.

Please refer to Section 119.071, Section 255.0518, and Section 286.0113, Florida

Statutes, for further details.

- 2.4 **Contract Prohibited:** Proposers are directed not to contact with Members of the Lake Shore Hospital Authority Board of Trustees Trustees, any Lake Shore Hospital Authority departments, divisions, or employees until award has been made by the Board of Trustee Trustees. Failure to comply with this procedure will result in rejection/disqualification of submittal without exception. ALL QUESTIONS FROM PROPOSERS SHALL BE ADDRESSED IN WRITING TO THE CONTRACT MANAGEMENT DEPARTMENT (see contact information below).

- 2.5 **Additional Information/Addenda:** Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than 4PM on the 9th day of June, 2017. Request for additional information or clarifications will be received by letter, facsimile, or email. The request must contain the submitter's name, address, phone number, facsimile number, and email address and be addressed to:

Jack Berry, Executive Director
Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, Florida 32055
(386) 755-1092 Fax: (386) 755-7009
Email: jack@lakeshoreha.org

Facsimile requests must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The Authority will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal opening date. Proposers should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between this Request for Qualifications and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda are received. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their submission of the proposal. Proposers shall submit the Addendum Acknowledgment form attached hereto as "Attachment B".

- 2.6 **Proposals and Presentation Cost:** The Authority will not be liable in any way for any cost incurred by the proposers in the preparation of their proposal in response to this RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.
- 2.7 **PROPOSAL – STATEMENT OF QUALIFICATIONS SUBMITTAL FORMAT:** To facilitate and expedite review, the Authority requires that all proposers follow the

response format outlined below. Failure to submit a response in the format requested will result in the reduction of the overall evaluation score. To assist in the preparation of a response to this RFQ, the Authority's Evaluation Criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. The cover letter should contain the following:

- A brief statement of the proposers understanding of General Engineering services provided under a continuing contract.
- The name, title, phone number, fax number, e-mail address, and street address of the person in the consultant's organization who will respond to questions about the response.
- Highlights of the consultant's qualifications and ability to perform the project services.

Table of Contents

The table of contents should follow the cover letter and should clearly identify the materials included in the response by page number.

Section 1 – Consultant Profile

Provide the following information about the Proposer:

- a. The firm's name, email address, business address, phone number, and fax number
- b. The types of services and product offered.
- c. Number of years in business
- d. Number of employees
- e. The location of the office or offices that would provide the project services.
- f. The license number for the firm's Certificate of Authorization as required by Section 472.021, Florida Statutes.
- g. A brief statement of the firm's background.

Section 2 – Firm's Approach to provide miscellaneous engineering services

The Authority will select one firm for a continuing contract for miscellaneous engineering services (see "Attachment A") to be performed at the Lake Shore Hospital ("Facility") consistent with the "Consultants Competitive Negotiation Act". CCNA Section 287.055, Florida Statutes. Task orders will be approved by the Authority or the Authority's designee for each individual project, pursuant to the Authority's Purchasing Policy.

See "Attachment A" for a list of Engineering Services currently being considered. The Authority is looking for a consultant that can provide quality services on various projects. In this section describe how your firm will staff, administer, and

provide design services for these projects. How will your firm handle multiple task orders? Who will be your project manager and how will he/she approach project management on Lake Shore Hospital projects? What cost savings can your firm provide when working on projects? How will your firm keep projects on schedule? If your firm can not provide all of the Engineering Services as listed in “Attachment A”, provide a list of sub-consultants and in Section 4 provide the same supporting documents for all sub-consultants.

Section 3 – Quality Control – Describe the proposer’s approach to quality assurance/quality control (QA/QC) procedures. Provide a summary of your firm’s Quality Control Plan.

Section 4 – Staff Qualifications and Project Team – Introducing the designated project manager and the project team. Remember that the selection requires the proposed team to include a Professional Engineer (PE) in the State of Florida. Include a project team organizational chart.

For each key person that would be assigned to the project, 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 license or registration.

Section 5 – Related Experience and References – List all similar type projects that your firm has recent experience and provide a one page summary. The summary should indicate the project scope, how your firm approached the project management and any “out of the box” thinking.

Has your firm been hired by other governmental agencies, including but not limited to Counties or Cities, for continuing services? How is your firm better suited to provide miscellaneous engineering services to Lake Shore Hospital Authority than other firms?

For the projects listed above provide references that include the following information:

- Client name, address, phone numbers, fax numbers and email addresses
- Description of all services provided
- Performance period
- Total amount of contract – estimated costs
- Fees received – actual costs
- Any change orders that may have been required

Section 6 – Schedule and Availability – Describe your projected resource availability for projects. Describe how your firm will meet quick turn around time on task orders.

Section 7 – References – Include a minimum of three letters of reference from clients regarding projects of similar type performed in the past three (3) years.

Section 8 – Attachments - All Attachment/Forms required by this RFQ shall be fully executed by the proposer and submitted in the following order. Failure to

do so will diminish your score and may result in disqualification.

- Addendum Acknowledgement (“Attachment B”) and copies of all signed addenda
- Public Entities Crimes Statement (“Attachment C”)
- Certificate of Insurance (proof of current coverage)

2.8 **Public Entities Crimes:** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer will certify that they are qualified to do business with Lake Shore Hospital Authority in accordance with Florida Statutes.

2.9 The Proposer, by submission of the proposal, will be warranting that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration

SECTION 3: EVALUATION/SELECTION OF SHORT-LIST

3.1 **Evaluation/Selection Committee:** An Evaluation/Selection Committee appointed by the Executive Director and approved by the Board of Trustees will be responsible for evaluating and ranking each firm based upon the proposals submitted.

3.2 The Evaluation/Selection Committee shall evaluate the responses to the RFQ and rank the firms based on the evaluation criteria contained herein utilizing “Attachment D.” The Committee shall select a short-list of the top ranked firms. Each firm should submit documents that provide evidence of capability to provide the services required for the committee’s review for short-listing purposes.

3.3 **Evaluation Criteria:** A 100-point formula scoring system will be utilized based upon the following criteria:

1. Compliance with RFQ Instructions – 5 Points

The proposals will be evaluated for general compliance with instructions issued in the RFQ. In addition to point loss, noncompliance with significant instructions may be grounds for

proposal disqualification. A proposal needs to provide the required information in a simple but detailed format.

2. Firm's Approach to provide miscellaneous engineering services

- 25 points The proposals will be evaluated on the consultant's approach to staffing, administration, and providing design services for the projects. Consideration will also be given on any cost saving or innovative approach to project management and engineering design.

3. Quality Control – 10 points

The proposals 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.

4. Staff Qualifications and Firm Background- 20 points

The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including, but not limited to, the number of years in business.

5. Experience with Healthcare Facilities – 30 points

The proposals will be evaluated on the basis of similar healthcare project experiences. Projects completed for other state or federal political subdivisions or agencies will be considered as well as non-governmental projects.

6. Schedule and Availability- 5 points

The projected resource availability will be evaluated in the choice of the consultants, although the Authority understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to Columbia County may be important to availability.

7. References- 5 points

The proposals will be evaluated based on submittal of references.

3.4 **Short List/Competitive Selection**: The Evaluation/Selection Committee shall short-list a minimum of three (3) firms based upon the average technical scores as outlined in Section 3.3 and make a recommendation to the Board of Trustees, which has final approval authority. If there is consensus from the Committee that less than three (3) firms should be selected, the Committee will record its reasons for presentation to the Board. During the evaluation process, the committee may, where it may serve the Authority's best interest, request additional information or clarifications from proposers.

3.5 The Authority may make selections based on the submittals only or may request oral presentations or question/answer sessions with the top ranked firms before determining the final ranking.

SECTION 4: CONTRACT PROCEDURES

- 4.1 **Presentation to the Board:** The Executive Director shall submit an agenda item for presentation to the Board of Trustees requesting authorization to negotiate a contract with the top-ranked firms.
- 4.2 **Contract Negotiations:** Approval of the authorization to negotiate by the Board of Trustees constitutes authorization to negotiate with the top-ranked firm or firms. "Attachment E" hereto together with the proposal package, signed by the successful proposer, documentation included in the proposal as required by this RFQ and other additional materials submitted by the proposer and accepted by the Authority shall be the basis for negotiation of a contract. The Authority shall negotiate a contract with the top ranked firms for professional services at compensation which the parties determine is fair, competitive, and reasonable. The firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the Authority will negotiate fee schedules with the goal of establishing standardized rates.
- 4.3 **Unable to Negotiate:** Should the Authority be unable to negotiate a satisfactory contract with the top ranked firm considered to be the most qualified at a price the Authority determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The Authority shall then undertake negotiations with the next top ranked firm. Failing accord with the next top ranked firm, negotiations with that firm will be formally terminated. The Authority shall then repeat the process with remaining proposers until an agreement is reached with one (1) firm or the Authority determines that there is no qualified proposer.
- 4.4 **Contract:** A contract shall be drafted and forwarded to the Authority's Attorney's office for review and approval. After such review and approval, the contract will be forwarded to the firm for review and execution.
- 4.5 **Full Contract Execution:** Upon receipt of the executed contract, the Executive Director shall prepare an agenda item presenting the contract between the successful firm and the Board of Trustees and request authorization for the Chairman to execute the agreement. The Board of Trustees retains full discretion to approve or to reject the contract.

ATTACHMENT A
Engineering issues currently being considered by
Lake Shore Hospital Authority

This call for professional services does not have a specific scope of services. The Consultant will provide Independent Consulting Engineering Services related to the needs of the Authority. The work may include but is not limited to the following issues. Engineering firms wishing to be considered should be able to demonstrate experience and expertise in providing the following:

ELECTRICAL
Findings:

Many of the electrical deficiencies are the result of the expansion and splicing of the facility as a result of renovations and additions.

In the older sections of the facility, the electrical panels are located in the corridors and no longer comply with regulations and need to be replaced.

Various panels serving the equipment within the smaller mechanical rooms throughout the hospital have deteriorated over time and will be replaced as the associated mechanical equipment is replaced.

The electrical panels and motor control centers located in the main mechanical room appear to be original and are well beyond their service life.

The main electrical service is located within the main mechanical equipment room, this is no longer allowed by code and will need to be relocated to an area free of mechanical equipment.

The facility is served with two distribution switch boards. The Tie Breaker that enables the facility to operate on both switch boards, or just a single at a time, has not operated correctly when recently tested during scheduled maintenance.

The facility is currently equipped with a 750 KW generator to provide backup power in the case of an emergency. All critical systems are not connected to the emergency power systems. Based on previous reporting four of the ten automatic switches provide by-pass isolation. The working clearances of several ATS fails to have required working clearances.

Scope:

Provide an advanced electrical study full redesign of electrical systems to determine and recalculate loads and capacity with current and future renovations and improvements.

Design a new building or room to house the main electrical service to comply with all codes and requirements of authorities having jurisdiction.

Design an emergency power system that will maintain the operations of the facility with continued patient care and code requirements as determined by authorities having jurisdiction.

Develop comprehensive preventative maintenance protocols and schedules for all applicable electrical components and systems.

Prepare required bid and administrative documents for electrical scopes of work based on design criteria.

MECHANICAL

Findings:

Many of the mechanical deficiencies are the result of expansion of the facility along with several interior renovations and improvements.

The existing boilers in the main hospital are in need of repair. The smaller 60hp backup boiler is currently not operating. Most of the pumps observed throughout the mechanical room have exceeded their life expectancy.

The refrigerated air dryers used to remove moisture from the pneumatic building controls and specialty system have experienced failures. A temporary unit is currently in place to mitigate these failures.

Most of the air handling units which provide heat and air conditioning to the non-patient rooms were observed to be worn and beyond their usual life. These units are inefficient and do not meet current code.

The interior and exterior ductwork associated with these units was also observed to be failing.

There are several air handling units receiving 100% outside air that needs to be conditioned that may no longer need 100% outside air due to functional use changes in the space. In addition, there are several spaces that do require and are not currently receiving conditioned 100% outside air and are currently relying solely on recirculated air.

The exhaust fans located on the roof have exceeded their service life.

Scope:

Provide an advanced mechanical study and likely total redesign to be performed on the entire facility.

Evaluate all existing boilers, backup boilers and pumps, determine life expectancy of boiler systems.

Evaluate air handling systems, determine if existing systems comply with existing codes and current design is adequate for existing foot print and functional use.

Evaluate and determine existing duct systems for compliance and useful life.

Develop comprehensive preventative maintenance protocols and schedules for all applicable mechanical components and systems.

Prepare required bid and administrative documents for electrical scopes of work based on design criteria.

EXTERIOR SEAL:**Findings:**

There are several areas of water/moisture infiltration found and reported on the exterior walkthrough, as well as several areas of damaged or missing flashing. In addition, many week holes have been filled and drilled at some point over the course of the life of the facility, and these week holes are now allowing water to enter behind the brick.

Approximately 1,000 square feet of stucco was missing or damaged around and above the windows of the main hospital.

There are several areas of the roof that are incorrectly pitched. The incorrect pitch is not allowing the water to drain properly and creating areas of standing water on the roof.

There are several areas of the roof that were noted as being in desperate need of repair and resurfacing.

Scope:

Design E.F.I.S. system for the exterior building to include all required wall and cap flashing. Evaluate all roof systems. Design roof coverings and flashing details as required for all damaged and incorrectly pitched roof systems.

STRUCTURAL:**Crawl Space:****Findings:**

The crawl space under the facility has constant issues with moisture infiltration and associated maintenance issues, including failure to floor systems on the first floor level.

This area is constantly damp and appears to hold water. In addition, a ventilation fan has been installed but does not appear to provide adequate ventilation.

Many intake louvers to the exterior are damaged or missing. In addition many of the insect screens behind the louvers are damaged or missing in many areas.

Scope:

Provide an advanced study to determine cause of consistent moisture problems and required ventilation.

Provide engineering solutions to correct moisture and ventilation issues.

VERTICAL SYSTEMS:**Findings:**

The main hospital has three elevators, two of which are in the older section of the building and are original to the building.

At the time of the reporting, one of the two older elevators has been taken out of service.

The newest of the three elevators also shows significant wear.

Scope:

Evaluate existing elevators and provide engineering solutions that meet all applicable code and regulations by authorities having jurisdiction.

ATTACHMENT B**Addendum Acknowledgment**

<p>Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.</p> <p>REQUEST NO. _____</p>	<p>Addendum # ____ through # ____ Initial:</p> <p>Date:</p>
<p>Person Completing RFQ (Signature)</p>	
<p>Name (Printed):</p>	<p>Title:</p>

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT C**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for ____.
2. This sworn statement is submitted by____(entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is_____. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:).
3. My name is____(please print name of individual signing), and my relationship to the entity named above is ____.
4. I understand that a “public entity crime” as defined in Paragraph 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 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, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States 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 or 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “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 to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.
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 binding contract and which bids or applies to bid on contracts 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2017 by _____, who is personally known to me or produced _____ as identification.

Notary Public

(SEAL)

ATTACHMENT E

The Sample Contract will be subject to final review and modification by the Authority

Contract No. _____

Request No. _____

**CONTINUING CONTRACT FOR MISCELLANEOUS
ENGINEERING SERVICES FOR LAKE SHORE HOSPITAL AUTHORITY**

THIS AGREEMENT made and entered into this ____ day of _____ 2017, by and between the LAKE SHORE HOSPITAL AUTHORITY, a political subdivision of the State of Florida, hereinafter referred to as "Authority", and ____, a __ Corporation, whose principal office address is located at _____, hereinafter referred to as "Consultant":

WHEREAS, the Authority requires certain professional services in connection with Lake Shore Hospital and the professional services are specified in the Request for Qualifications of Miscellaneous Engineering Services for Lake Shore Hospital ("RFQ"); and

WHEREAS, the Consultant desires to render the miscellaneous engineering services as described in the Scope of Services in the RFQ, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the Authority, through a competitive selection process conducted in accordance with the requirements of law and Authority policy has determined that it would be in the best interest of the Authority to enter into a contract with Consultant for the rendering of those services described in the RFQ.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services as directed by the Authority.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide miscellaneous engineering services in accordance with the Scope of Services set forth in the RFQ, and addenda, which are attached hereto and incorporated by reference as “Exhibit A”.

2.2 The services shall be performed on an “as needed” basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Lake Shore Hospital Authority Board of Trustees or its authorized designee.

2.3 There is no obligation for the Authority to issue a Work Authorization for any specific service set forth in “Exhibit A”.

ARTICLE 3 - THE AUTHORITY’S RESPONSIBILITY

Except as provided in the Scope of Service, the Authority’s responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant’s services. The Authority hereby designates its Executive Director to act on the Authority’s behalf with respect to the Scope of Services. The Executive Director, under the supervision of the Board of Trustees shall have complete authority to transmit instructions, receive

information, interpret and define Authority's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the Authority and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The Authority shall pay Consultant in accordance with the provisions contained in the Fee Schedule, which is attached hereto as Exhibit "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Authority, for approval, a monthly invoice for the services rendered under this Agreement. Each invoice shall correspond to a work authorization approved by the Authority. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Authority reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable

and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

5.4 Final Invoice per Work Authorization: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the Authority. This indicates that all services have been performed and all charges and costs have been invoiced to the Authority and that there is no further work to be performed on the specific project.

5.5 Each project shall have its own specific value on a "stand alone" basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates set forth in "Attachment B".

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the Authority, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the Authority and the Consultant are attached hereto and made a part hereof and consist of the

following:

7.1 This Agreement;

7.2 The RFQ attached hereto as “Exhibit A”;

7.3 Fee Schedule attached hereto as “Exhibit B”;

7.4 Any written amendments, modifications or Addenda to this Contract and the RFQ.

7.5 The Response submitted by Consultant to the Request for Qualifications for Miscellaneous Engineering Services for Lake Shore Hospital;

7.6 Any work authorizations, written amendments, modifications or Addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the Authority and its

officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the consultant, in the performance of the contract. The Consultant shall not indemnify or hold harmless the Authority for any negligence of the Authority, its employees, officers, directors, or agents.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The Authority shall have no right to supervise the methods used, but the Authority shall have the right to observe such performance when doing so will not impede the work. Consultant shall work closely with the Authority in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Contract represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees

and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. The Authority is to be specifically

included as an additional insured.

- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Contract.
- b. Consultant shall maintain such insurance for at least five (5) years from the termination of this Agreement and during this five (5) year period the Consultant shall endeavor to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the Authority within thirty (30) days of the change.

14.1.4 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles

- d. Employee Non-Ownership
- e. Additional Insured. The Authority is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with ten (10) days' written notice of cancellation and/or restriction.

14.1.4 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.
- e. Additional Insured. The Authority is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the Authority. The Certificates of Insurance shall be filed with Authority before this Contract is deemed approved by the Authority. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the Authority, its officers, employees, and agents to the extent of the Authority's interest arising from any contract agreement between Authority and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the Authority with financial information concerning any self insurance fund insuring Consultant. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The Authority shall be responsible for providing access to all projectsites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by

the Authority for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the Authority for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the Authority, the Authority may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the Authority shall provide written notice of the specific conditions warranting default, and the Authority shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by Authority and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of Authority or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the Authority nor Consultant shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable

Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Columbia County, Florida. This provision shall survive any bankruptcy proceedings.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either Authority or Consultant of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any

subsequent default or breach.

20.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Public Records Requirement: The Authority is a public agency subject to Chapter 119, Florida Statutes.

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 (386) 755-1090, JACK@LAKESHOREHA.ORG, 259 NE FRANKLIN STREET, SUITE 102, LAKE CITY, FLORIDA 32055.

Under this Contract, to the extent that the Consultant is providing services to the Authority, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the 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.

3. 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.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Authority and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal

representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the Authority upon completion for its use and distribution as may be deemed appropriate by the Authority.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Contract have been approved by the Board of Trustees in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered

in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

AUTHORITY

Jack Berry, Executive Director
96135 259 NE Franklin Street,
Suite 102
Lake City, Florida 32055
386-755-1090
Fax: 386-755-7009
jack@lakeshoreha.org

With a copy to the Authority's Attorney at the same address.

CONSULTANT:

[Company Name]
[Company
Address] [City,
State Zip] [Phone
No.]
[Fax
No.]
[Email]

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and Authority.

ARTICLE 26 – DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the Authority and the Consultant as set forth herein. Disputes

shall be set forth in writing to the Executive Director or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the Executive Director (or his designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the Executive Director.

If the dispute is not settled at the initial meeting, additional meetings may be held.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Legislature or Supreme Court. Mediators shall be chosen by the Authority and the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first written above.

LAKE SHORE HOSPITAL AUTHORITY

By: Koby Adams, Chairman

Attest:

Janet Creel, Secretary

Approved as to form and legal
sufficiency:

Frederick L. Koberlein, Jr.,
Authority Attorney

Attest:

[COMPANY NAME]_____
(Corporate Secretary)_____
Signature of President/Owner_____
Type/Print Name of Corporate Secy._____
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date:_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on the _____ day of _____, 2017, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

Notary Public

(SEAL)

MISCELLANEOUS ENGINEERING SERVICES FOR NAU**Request No.:** _____**Lake Shore Hospital Authority****Evaluation Criteria & Ranking****INDIVIDUAL RANKING SHEET FOR EACH PROPOSAL****Evaluator:** _____**Agency
Name:** _____**Date of Evaluation:** _____**Evaluation Criteria:****COMMENTS/RATIONALE****Maximum
Points****1 Firm is licensed in the State of Florida.****Yes/No
(0 points)****2 Firms' compliance with RFQ instructions**

Firm's proposal complied with instructions issued in the RFQ.

5**3 Firm's Approach to Provide Engineering Services.**

The Consultant's approach to staffing, administration, and design services for the projects. Consideration will be given on any cost saving or innovative approach to project management and engineering design.

25**4 Firm's Quality Control**

Firm's quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner..

10**5 Staff Qualifications and Firm's Background**

Consultant's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Consultant's background, including the number of years in business.

20**6 Experience with Similar Projects**

The proposal will be evaluated on the basis of similar project experiences. Projects completed for other Florida public agencies and other state or federal agencies will be considered.

30**7 Firm's Schedule and Availability**

The projected resource availability and choice of the consultants, although the Authority understands that the actual beginning and completion dates of projects are subject to the notice to proceed.

5**8 Firm's References****5****TOTAL SCORE****100****0**