



Indian River County Purchasing Division
1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

EXHIBIT A

Request for Qualifications

Project Name: **45th Street Milling and Resurfacing Project -
58th Avenue to 43rd Avenue
IRC-1722 (FDOT SCOP FM No. 436848-1)**

RFQ #: 2018012

RFQ Opening Date: **December 6, 2017**

RFQ Opening Time: **2:00 P.M.**

All Statements of Qualifications (SOQs) must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will not be accepted or considered.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND FIVE (5) COPIES OF YOUR SOQ, PLUS ONE (1) THUMB DRIVE OR CD CONTAINING A FULL PDF OF YOUR SOQ.

Refer All Questions to:
Jennifer Hyde, Purchasing Manager
Phone: (772) 226-1416
Email: purchasing@ircgov.com

REQUEST FOR QUALIFICATIONS

RFQ # 2018012
45th Street Milling & Resurfacing Project - 58th Avenue to 43rd Avenue
IRC-1722 (FDOT SCOP FM No. 436848-1)

In compliance with CCNA Chapter 287.055, the Indian River County Board of County Commissioners is requesting Statements of Qualifications (SOQs) from professional engineering firms for design of the 45th Street Milling and Resurfacing Project - 58th Avenue to 43rd Avenue (IRC-1722 FDOT SCOP FM No. 436848-1).

Detailed specifications are available from www.demandstar.com or by contacting the Indian River County Purchasing Division at (772) 226-1416, or purchasing@ircgov.com.

Deadline for receipt of one original and five (5) copies of SOQs plus one (1) thumb drive or CD containing a full PDF of the SOQ to the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 is by 2:00 p.m. Wednesday, December 6, 2017.

Initial screening, ranking, final ranking and negotiations will be in accordance with the Consultant Competitive Negotiation Act, F.S. 287.055. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Sunday, November 5, 2017

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Scope of Services

1. INTRODUCTION

This project will entail design for the milling & resurfacing rehabilitation of the existing pavement section of 45th Street (North Gifford Road) between 58th Avenue and 43rd Avenue; constructing five-foot paved bicycle lanes; constructing six-foot sidewalk and the placing of hot mix (superpave) asphalt. The length of the project is approximately 1.35 miles.

The final design will include:

1. Milling of existing asphalt and resurfacing w/ hot mix asphalt (superpave).
2. Analysis and relocation of all existing above ground utility features, including coordination w/ utility owners.
3. Design of pavement markings, bicycle lanes, signage, and reflective pavement markers.
4. All existing intersections (including signalized intersections) containing sidewalk crossings shall be upgraded to current ADA requirements.
5. All necessary permitting.
6. Design of a Maintenance of Traffic Plan will not be included.

All road work will be within the County and/or Drainage District right-of-way. The County will provide the existing condition topographical and right-of-way boundary survey of above ground features for the project.

This is a Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) construction grant. Current FDOT Standard Specifications for Road and Bridge Construction shall be utilized in the design, as well as Indian River County Traffic Engineering Division Special Conditions for Right-of-Way Construction.

Submittal Instructions

Professional Engineering Firms (Consultants) responding to this Request for Qualifications (RFQ) shall submit the following in their Statement of Qualifications (SOQ):

Information to Be Submitted: Submit one marked original and five (5) copies plus one (1) thumb drive or CD containing a full PDF of your SOQ. SOQs must include and are requested to be organized as follows and (minimum 11 point font):

- a. A history a description of the range of services offered by of the Consultant. (1 page max)
- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant's representative assigned to manage the County's project. (3 pages max)
- c. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFQ. (1 page max)
- d. A description of expertise or unique capability Consultant can provide the County. (1 page max)
- e. Provide a projected timeline/schedule with the Consultant's methodology. (1 page max)
- f. References from municipalities Consultant has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.

Method of Selection: The County shall convene a Selection Review Committee of which the responsibility shall be as follows:

- a. Independently evaluate each Submittal.
- b. Independently rank each Submittal for meeting minimum qualifications in order of preference.
- c. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. Each member of the evaluation committee shall evaluate each firm by assigning a number of points for each criterion and then totaling the number of points for all criteria. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
 2. The rankings received by each firm from all committee members shall then be totaled and divided by the number of committee members, to produce an average ranking.
 3. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The Review Committee may discuss their reasons for their individual rankings and members revise their rankings accordingly until the committee is satisfied with the rankings.
 4. After interviews in an RFQ process, and based upon information learned during the interviews, each committee member may change his or her ranking of firms. The evaluation process shall continue until the evaluation committee declares the rankings final.
- d. The County may, solely at its own option, seek additional Statements of Qualifications with this or a similar RFQ in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFQ would not be in the public interest.

- e. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- f. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications/capabilities and similar projects *	25
2. Staff qualifications *	15
3. Approach	10
4. Proposed Timeline	20
5. Cost Proposal	20
6. References	10
TOTAL	100

*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workload of firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firms.

General Instructions

Cone of Silence. Potential respondents and their agents shall not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. SOQs received after the stated time and date will not be accepted or considered.

Submission: Submit one marked original and five (5) copies of your SOQ plus one (1) thumb drive or CD containing a full PDF of your SOQ.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the consultants, or its employees, agents, subconsultants, or other persons or entities performing work under the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in

Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as defined in FS 255.0991 (2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFQ documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFQ. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFQ documents have been issued. All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their SOQ, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their SOQ.

Applicable Law and Venue: Contract(s) resulting from this RFQ and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a

sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all SOQs or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit

\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2018012
for 45th Street Pavement Milling and Resurfacing Project – 58th Avenue to 43rd Avenue (IRC-
1722) (FDOT SCOP FM No. 434848-1)

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

**Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416**



ADDENDUM NO. 1

Date: **November 27, 2017**

Project Name: **45th Street Milling and Resurfacing Project – 58th Avenue to 43rd Avenue**

RFQ Number: **2018012**

RFQ Opening Date: **Wednesday, December 6, 2017 at 2:00 p.m.**

This addendum is released to provide clarification. All information provided herein is hereby incorporated into the Invitation to Bid documents.

NO FURTHER QUESTIONS WILL BE ADDRESSED.

All Bids must be received by the Purchasing Division office located at 1800 27th Street, Vero Beach, FL 32960 prior to the date and time shown above. Late bids will not be opened.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

- 1. Question:** Can you provide a dwg file copy (autoCADD) of the County's topographic/boundary survey for this project?
Answer: **The County will provide topographic/boundary survey to selected consultant.**
- 2. Question:** Will the County be providing geotechnical services through one of the County's geotechnical consultants or are we to include geotechnical services as part of the scope?
Answer: **No. The County has obtained a pavement design and will provide to the selected consultant. Geotechnical services are not to be included in the scope of work.**
- 3. Question:** Will the County be responsible for the paperwork and coordination with FDOT relative to the SCOP grant? What is expected of the consultant relative to the grant?
Answer: **Yes. The County will be responsible for all grant related paperwork.**

4. **Question:** The existing signals at the intersections of 45th Street with 43rd Avenue and with 58th Avenue are span wire. Does the scope include upgrading the signals to mast arms?

Answer: No. The scope of work does not include upgrading traffic signals.

5. **Question:** Does the County have the right-of-way required for the proposed improvements? If not does the County plan to obtain additional right-of-way? Are right-of-way maps available?

Answer: Yes. The County has adequate right-of-way required for proposed improvements. Any right-of-way maps will be provided to the selected consultant.

6. **Question:** Under Evaluation Criteria, you have points distributed for Cost Proposal (#5). Can you please clarify what you mean by that and what the Consultant has to provide to receive the maximum point value?

Answer: The evaluation criteria was intended to score the cost effectiveness of the proposed design, with respect to the anticipated construction and long term maintenance costs. The firms will be graded on how they identify potential project risks within the limits of the design area, how the Engineer intends to minimize these risks and any potential Value Engineering approaches that the firm may have with respect to the project. Other additional considerations under this category will be if the firms identify practices, innovative approaches, or means and methods which could create potential long term savings to the County with respect to the maintenance of the project. Information to be submitted and evaluation criteria have been modified to clarify. Please see the attached replacement pages 4 and 5 of the RFQ.

Attachment:

Replacement pages 4 and 5 of Request for Qualifications 2018012

*******This Addendum must be acknowledged on the bid form and/or by return of this Acknowledgement with your SOQ*******

Company Name _____

Name: _____ **Title:** _____
(Type / Printed)

Authorized Signature: _____ **Date:** _____

Telephone: _____ **Email:** _____

Submittal Instructions

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- b. Summaries or biographies of the required Consultant Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Consultant's representative assigned to manage the County's project. (3 pages max)
- c. A detailed description of the Consultant's approach to successful completion of services such as those described within this RFQ. Specifically identify cost saving measures your design will consider and/or incorporate. (1-3 pages max)
- d. A description of expertise or unique capability Consultant can provide the County. (1 page max)
- e. Provide a projected timeline/schedule with the Consultant's methodology. (1 page max)
- f. References from municipalities Consultant has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.

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- e. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- f. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications/capabilities and similar projects *	25
2. Staff qualifications *	15
3. Approach	10
4. Proposed Timeline	20
5. Cost Proposal <u>effectiveness of Design</u>	20
6. References	10
TOTAL	100

*In determining whether a firm is qualified, the Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current and projected workload of firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting the most highly qualified firms.