

# City of Fruitland Park

## REQUEST FOR QUALIFICATIONS (RFQ)



## Professional Engineering and Surveying Services

RFQ Number: 2022-001  
Issue Date: July 6, 2022

Opening Date July 28, 2022  
Opening Time: 2:00 p.m.

Pre-Conference: N o n e

Contracting Officer: Gary La Venia,  
City Manager

### LEGAL NOTICE

#### **NOTICE OF REQUEST FOR QUALIFICATIONS STATEMENT FOR: Professional Engineering and Surveying Services**

Pursuant to Section 287.055, Florida Statutes, and the policies and procedures of the City of Fruitland Park, notice is hereby given that a sealed Qualifications Statement for Professional Engineering and Surveying Services to the City of Fruitland Park must be received by **2:00 p.m. local time, July 28, 2022**, at Fruitland Park City Hall, 506 West Berckman Street, Fruitland Park, Florida, 34731. A Qualifications Statement document may be obtained on the City of Fruitland Park's website at <https://www.fruitlandpark.org/rfps>.

In accordance with Section 287.055 (11), Florida Statutes, the City of Fruitland Park declares that all, or any portion of the documents and work papers prepared and submitted pursuant to this Notice of Request, shall be subject to reuse by the city.

The city reserves the right to waive any informalities in the selection process and to reject any or all Qualifications Statements, or to re-advertise.

## **SECTION 1.0 – SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS**

### **1.1 Purpose**

Pursuant to Florida Statute 287.055 (the Consultant’s Competitive Negotiation Act or CCNA), the City of Fruitland Park is soliciting statements of qualifications and letters of interest from firms qualified to provide non-exclusive, professional consulting engineering and surveying services. The city may select and enter a contract with more than one engineer and surveyor. The city prefers a firm that can provide both engineering and surveying services, but does not preclude awarding a contract(s) for engineering services separately from awarding a contract(s) for surveying services.

### **1.2 Scope of Work**

The engineering services assigned includes, the following:

- Review development plan submittals received by the city by others, including but not limited to construction plans, site plans, preliminary and final plats, stormwater calculations, boundary and topographical surveys, lot splits, lot line deviations, on-site and off-site water and wastewater utilities plans.
- Design of municipal public works and utility facilities.
- Prepare boundary surveys, sketch of descriptions, and other specific purpose surveys as requested.
- Such other engineering and surveying services as may be needed from time to time.

### **1.3 Qualifying Standards**

Responding vendors must exhibit compliance to the qualifications standards and evaluation factors expressed in Florida Statute 287.055 to be considered for award under this solicitation. Respondents are advised their location, and that their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA. Additional details in this regard is stated in Section 3.7.3. Adherence to the following additional qualifications is also required for a responding vendor to be considered for award:

1. Relative degree of specific experience and expertise in the services and projects listed in section 1.2.

### **1.4 Period of Performance / Term of Contract**

The term of Agreement developed from this Request for Qualifications Statement will be for the period of time to complete the terms and condition from the date of Agreement execution.

#### **1.4.1 Most Favored Client**

The respondent agrees to treat the city as a most-favored-customer, and the respondent specifically agrees that all prices, terms, warranties, and benefits granted to the city are comparable to or better than equivalent terms having been offered, being offered, or to be offered to any respondent customer during the term of the contractual agreement between the parties.

#### **1.4.2 Cost Criteria**

After the approval of the short-listed firms, compensation will be negotiated to an amount which the city determines is fair, competitive, and reasonable. The city will require any and all firms receiving an award for this contract to execute a truth-in-negotiations certificate stating that the direct labor costs supporting the compensation are current at the time of negotiations.

#### **1.5 Key Contractor Personnel**

In submitting a qualifications package, the respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the city, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written city approval. In the event the requested substitute person is not satisfactory to the city and the matter cannot be resolved to the satisfaction of the city, the city reserves the right to cancel the contract for cause.

#### **1.6 Prohibition Against Contingent Fees**

Any contract entered into as a result of this request for response shall contain the following statement.

“I, as an authorized agent of \_\_\_\_\_ *[type firm name]* warrant that \_\_\_\_\_ *[type firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for \_\_\_\_\_ *[type firm name]* to solicit or secure this agreement and that \_\_\_\_\_ *[type firm name]* has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for \_\_\_\_\_ *[type firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

#### **1.7 Insurance Requirements**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the city.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the contracting officer within five (5) working days of such request and must be received and accepted by the city prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the city, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the city, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the city at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall ensure the vendor is in accordance with the following minimum limits:

- General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form
- Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:
  - Each Occurrence/General Aggregate \$1,000,000/2,000,000
  - Products-Completed Operations \$2,000,000
  - Personal and Advertising Injury \$1,000,000
  - Fire Damage \$50,000
  - Medical Expense \$5,000
  - Contractual Liability Included
- Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:
  - Combined Single Limit \$1,000,000
- Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the city responsible for any payment or compensation.
- Employers' Liability insurance with the following minimum limits and coverage:
  - Each Accident \$1,000,000
  - Disease-Each Employee \$1,000,000
  - Disease-Policy Limit \$1,000,000
  - Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The City of Fruitland Park, a municipality of the State of Florida, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the city of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation Request for Qualifications (RFQ) number in the Description of Operations section of the Certificate.

**Certificate holder shall be:**

CITY OF FRUITLAND PARK, a Florida  
municipality 506 West Berckman Street  
FRUITLAND PARK, FLORIDA 34731

Certificates of insurance shall evidence a waiver of subrogation in favor of the city, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the city.

The vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the city. At the option of the city, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The city shall be exempt from, and in no way be liable for any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the city of any insurance supplied by the vendor or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**SECTION 2.0 – GENERAL TERMS AND CONDITIONS**

**2.1 General Qualification Guidance**

Receipt of this document does not indicate that the City of Fruitland Park has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the opening and will be based on our evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document.

Florida Statutes Section 287.055 “The Consultants’ Competitive Negotiation Act” will be followed to secure the required firm. The contracting officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFQ, the city may utilize site visits or may request additional material, information, presentations or references from the respondent(s) that submitted qualifications packages.

## **2.2 Incurred Expenses**

This RFQ does not commit the city to make an award or shall the city be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, the respondent agrees that all costs associated with the preparation of the qualifications package will be solely the respondent’s responsibility. You also agree that the city bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

## **2.3 Minor Irregularities**

The city reserves the right to waive minor irregularities in submitted qualifications packages when such action is in the best interest of the city. Minor irregularities are defined as those that have not adverse effect on the city's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

## **2.4 Collusive Responses**

The respondent certifies, by submission of a response, that its response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

## **2.5 Conflict of Interest**

If any officer, director, or agent of your organization is also an employee of the city or it’s commission, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any city employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, and Code of Ethics for Public Officers and Employees, the issue will be addressed to the Office of the city attorney for review and opinion whether or not the respondent can be considered for award.

## **2.6 Public Entity Crimes**

Pursuant to Section 287.132 and 287.133 Florida Statutes, the city, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law. By submitting a qualifications package in response to this RFQ, the respondent is certifying that it is eligible for award under this solicitation pursuant to Section 287.132 and 287.133 Florida Statutes.

## **2.7 No Confidentiality of Information**

When the qualifications package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the city and may be returned only at the city's option. The city has the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection of a qualifications package does not affect this right.

The city is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a respondent submits trade secret information, the information must be segregated, and each pertinent page must be clearly labeled "**trade secret.**" The city will maintain the confidentiality of such trade secrets to the extent provided by law. If a respondent labels all or most pages "trade secret", the respondent may not be considered for award.

Also pursuant to Section 119.071(1)(c), F.S., financial statements will be exempt from examination by anyone other than legally authorized city employees or agents. The city will maintain the confidentiality of such financial data to the extent provided by law.

## **SECTION 3.0 – SUBMITTAL OF RESPONSE AND AWARD**

### **3.1 Response Closing Location, Date, and Time**

The vendor response to this solicitation, along with the specified number of copies, shall be received at the specified location, date, and time specified on the front page of this solicitation. Any original response package received at the specified location after the specified date and time will not be considered and will be returned unopened to the submitter at the submitter's expense.

### **3.2 Delivery of Qualifications Packages**

Each package shall be clearly marked with RFQ number, title, and company name.

#### **Please submit your response to:**

CITY OF FRUITLAND PARK  
CITY HALL  
506 West Berckman Street  
FRUITLAND PARK, FLORIDA 34731

**NOTE: Facsimile (fax) or electronic submissions will not be accepted.**

### **3.3 Public Opening**

At the date and time specified, all timely qualifications packages that have been accepted by

the city will be formally opened and conditionally accepted for consideration. The names of the firms submitting packages will be read aloud and recorded. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the city hall in Fruitland Park (352) 360-6790 at least forty-eight (48) hours prior to the scheduled opening date.

### **3.4 Questions Concerning RFQ**

Questions concerning any portion of this RFQ shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point-of contact for this RFQ. Questions should be submitted at least seven (7) working days before the closing date.

Gary La Venia, City Manager  
City of Fruitland Park  
506 West Berckman Street  
Fruitland Park, Florida 34731  
Fax (352) 360-6686  
Email: [glavenia@fruitlandpark.org](mailto:glavenia@fruitlandpark.org)

Failure by a potential respondent to ask questions or request changes by the dates indicated above shall constitute the respondent's acceptance of the requirements set forth in this RFQ. No answers provided by any party given in response to questions submitted shall be binding upon this RFQ unless released in writing as an addendum to the RFQ by the City of Fruitland Park.

### **3.5 Respondents Responsibility / Clarification and Addenda**

While the city has used considerable efforts to ensure an accurate representation of information in this RFQ, each prospective respondent is urged to conduct its own investigations into the material facts and the city shall not be held liable or accountable for any error or omission in any part of this RFQ. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. A respondent, by submitting a qualifications package, represents that the respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the respondent is familiar with the local conditions under which the awarded respondent must perform. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax (352) 360-6686 or e-mail [glavenia@fruitlandpark.org](mailto:glavenia@fruitlandpark.org) are acceptable] in accordance with procedures set forth herein. The city will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If the city revises (amends) this RFQ, notice will be posted on the city's internet site: <https://www.fruitlandpark.org/rfps>.

You must acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RFQ before submitting your proposal.

Before submitting a qualifications package, each respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full



performance of the contract and to verify any representations made by the city upon which the respondent will rely. If the respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, or will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

### **3.6 Restricted Discussions**

From the date of issuance of this solicitation until final city action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the city except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

### **3.7 Specific Directions Regarding Format and Contents of Response**

Firms, organizations, joint ventures, or individuals interested in submitting a qualifications package (offer) in response to this RFQ shall submit one (1) original, marked "ORIGINAL," and five (5) copies, each marked "COPY," of their qualifications package for review and evaluation by the city. Failure to provide the required copies and information may result in the qualifications package not being considered.

To facilitate analysis of its qualifications package, the respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the respondent's qualifications package deviates from these instructions, such response may, in the city's sole discretion, be rejected. The city emphasizes that the respondent concentrates on accuracy, completeness, and clarity of content.

#### **3.7.1 Economy of Presentation**

Each qualifications package shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RFQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is mandatory that respondent follow the format and instructions contained herein. The city retains the prerogative to reject any response that does not essentially conform to the stated requirements.

#### **3.7.2 Qualifications Package Guidelines**

Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

Abbreviations and Acronyms – All abbreviations and acronyms used in the qualifications package shall be explained and/or defined upon their first usage in each section of the qualifications package.

Page Limitation, Size, and Format – Responses are limited to a total page count not to exceed 50 pages. This count includes all response content to include completed city forms 1A, and 1 through 5. Page size shall be 8.5 x 11 inches, not including foldouts. Pages may be single-spaced. The text size should be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins.

Pages shall be numbered sequentially by section. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Binding and Labeling – The entirety of the qualifications package should be spiral bound on the left margin to permit the qualifications package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

### **3.7.3 Qualifications Package Sections**

The respondent shall organize its qualifications package into the following major sections.

- CITY'S RFQ COVER SHEET
- TAB A – STATEMENT OF INTEREST: To be submitted on the firm's letterhead. The statement of interest shall:
  - Concisely state the firm's understanding of the services required by the city.
  - Include additional relevant information not requested elsewhere in the RFQ.
  - The signature on the statement shall be that of a person authorized to bind the firm.Tab A shall also contain a properly completed, signed, and notarized Form A-1, Conflict of Interest Disclosure Form.
- TAB B – FIRM PROFILE: Include completed Form 1 and a copy of the respondent's current State of Florida Board of Professional Regulation License.
- TAB C – TEAM COMPOSITION AND SUBCONSULTANTS: Complete Form 2. List the key people proposed for the city's project along with any proposed sub consultants. Include a copy of each person's current State of Florida Board of Professional Regulation License.
- Additional resumes and/or information about the individuals proposed on this team may be attached but will be included in the total page count. Respondents are advised their location, and that their listing of

subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA, and that this information will be considered and documented throughout the evaluation and award process.

- TAB D – LOCATION AND PERCENTAGE OF WORK TO BE COMPLETED: Complete Form 3.
- TAB E – SIMILAR PROJECTS: Complete Form 4. This form may be reproduced.
- TAB F – ADDITIONAL INFORMATION: Complete Form 5.

### **3.8 Withdrawal of Qualifications Package**

You may withdraw your qualifications package or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the city prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

### **3.9 Qualifications Package Acceptance / Rejection**

The city reserves the right to accept or reject any or all qualifications packages received as a result of this RFQ, or to negotiate separately with competing contractors. The city reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the city and the citizens of the city.

### **3.10 Post-closing Discussions and/or Presentations**

The city, at its sole discretion, **may** conduct discussions with, and/or require formal presentations by, any respondent without charge to the city. The city reserves the right to require any respondent to demonstrate to the satisfaction of the city that the respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The city shall be the sole judge of compliance in this regard.

The city reserves the right to conduct discussions with any respondent(s) which has (have) been “shortlisted” as a most-qualified respondent. Respondents are cautioned not to assume that they will be asked for discussions or to make a presentation and should include all pertinent and required information in their original qualifications package.

Discussions and/or presentations shall follow the spirit and intent of provision 3.7.1 above. Any formal presentations that are overly elaborate and appear to rely more on the technical manner of presentation rather than on the actual content of presentation will be subject to lesser technical ranking. The discussion and/or presentation shall be focused on the essentials of the project itself, and, unless requested by the respondent and approved by the city, shall include no more than three representatives from the respondent, one of whom shall be the respondent’s proposed project manager for the effort to be performed. Any additional attendees requested by a respondent must have a documented direct function in the work to be performed.

Upon completion of discussions and/or presentations with short-listed respondents, the city will determine which of those respondents is considered the best qualified for the

specific work being solicited. Pricing negotiations will then ensue with the respondent(s) in the manner stated in Florida Statute 287.055.

**3.10.1 Evaluation Criteria**

During the selection process the following key considerations will be made:

Minimum requirements to qualify:

- The consultant must be a licensed engineer and/or surveyor in the State of Florida.
- The consultant’s principal-in-charge must be authorized to negotiate fees, contracts, staffing commitments, etc. on behalf of the firm to satisfy the requirements of the contract. In addition, the office must be staffed with clerical and technical support, and appropriate office, computer, and drafting software for successful completion of assigned city projects.
- The affiliation and location of all team members must be clearly indicated in the proposal.
- The contract between the city and the selected consultant(s) will include limitations on markup of subcontracted services.
- The qualifications will be reviewed and evaluated in accordance with the following criteria:

**Criteria**

	<b><u>Points</u></b>
1. Ability of Professional Personnel (to include past Performance and experience)	40
2. Past Performance and Experience – Firm	10
3. Ability to Complete Projects on Time	15
4. Ability to Complete Projects Within Budget	15
5. Current and Projected Workloads	10
6. Location of Local Office (See Schedule Below)	5
7. Whether a firm is a certified minority business	<u>5</u>
<b>TOTAL</b>	<b>100</b>

<b><u>Local Office Location Schedule:</u></b>	<b><u>Points</u></b>
Office established within Lake County	5
Office located outside Lake County but within 60 miles of Fruitland Park	2
Office located more than 60 miles from Fruitland Park	0

The responses received by the deadline that contain all the required information of this RFQ will be reviewed by city staff and/or other individuals, agencies and elected officials. This process will culminate with the identification of those considered to be the best qualified.

**3.11 Award of Contract(s)**

The city reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the city within the selection factors and process cited within Florida Statute 287.055. It is understood that the city is not obligated to make an award under or as a result of this RFQ or to award such contract(s), if any, on one factor alone. The city reserves the right to award such contract(s), if any, to the best qualified respondent(s).

The city has the sole discretion, and reserves the right, to cancel this RFQ, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the city’s best interests to do so.

Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.

In the event of default by the awarded Respondent, the city reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

**3.12 Time Limit To Submit Required Award or Initial Performance Related Documentation**

Within ten (10) calendar days after city notification of intent to award, or subsequent intent to proceed, any successful respondent must furnish all deliverables or documentation required to specifically support the city intent. If any successful respondent fails to furnish the required deliverables within the required time frame, intent to award or award to that respondent may be withdrawn and award made to the next highest rated respondent.

**3.13 Disputes/Exceptions**

Any prospective respondent who disputes the reasonableness or appropriateness of any item within this RFQ document, any addendum to this RFQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the city’s issuance of the qualifications package document or addenda, or notice of award or rejection. The written dispute shall be sent via certified mail or delivered in person to the city clerk who shall provide the written dispute to the city manager to review the written dispute and attempt to resolve the dispute, but if the city manager is unable to resolve, then he shall issue a written determination within five (5) business days of receipt of the written dispute, but no less than twenty-three (23) hours prior to the due date for submittal of the qualifications package to the city. However,

respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection will be rejected unless there is any clear evidence of arbitrary or capricious action in that regard. Any prospective respondent who may have any exceptions to any requirements set forth in this RFQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the city personnel involved in the review and evaluation process. It is recommended that any such exception or deviation be addressed to the assigned contracting officer in writing during the solicitation period.

#### **4.1 Preliminary Schedule**

This RFQ is the initial step in the process of selecting one or more individuals or firms for this project. The following is an outline of the steps and tentative schedule that will lead to the selection, negotiation and agreement approval between the party and the city:

July 5, 2022	Advertised/post RFQ
July 28, 2022	Deadline for receipt of response due by bid opening at 2:00 p.m. (must be date and time-stamped by city hall)
August 3, 2022	Review by committee determination of short-listed firms.
August 25, 2022	Recommendation to city commission of short-listed firms; firms' presentations to city commission, and city commission ranking following presentation.
September 1, 2022	Deadline for firm reviewing first place and second place ranking to submit proof of insurance (see insurance requirements).
September 8, 2022	City Commissioners approval of contract(s).

The process and dates shown above may be modified with notice from the city to all parties being considered at the time of any said change of procedure or date.

**FORM A-1  
CONFLICT OF INTEREST DISCLOSURE FORM**

**I HEREBY CERTIFY** that

1. I \_\_\_\_\_ (*printed name*) am the \_\_\_\_\_ (*title*) and the duly authorized representative of the firm of \_\_\_\_\_  
\_\_\_\_\_ (*Firm Name*) whose address is \_\_\_\_\_  
, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;  
and,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS (List)**

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

Date: \_\_\_\_\_

Sworn to or affirmed and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (insert name of person making statement).

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

\_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My

Commission expires:

**FORM 1  
FIRM PROFILE**

<p>1. Firm (or joint venture) Name and Primary Corporate Address</p>	<p>1c. Licensed to do business in the State of Florida _____ Yes _____ No</p> <p>1c. Registered to do business in the State of Florida _____ Yes _____ No</p>
<p>1a. Firm is _____ National _____ Regional _____ Local</p> <p>FEIN # _____</p>	<p>1d. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Firm is a Certified Minority Business Enterprise _____ Yes _____ No</p>	<p>1e. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the City's project.</p>	
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? _____ Yes _____ No</p>	



**FORM 2  
TEAM COMPOSITION**

**Name of Prime Firm:** \_\_\_\_\_

<b>Role</b>	<b>Name and City of Residence of individual assigned to the project</b>	<b>Florida Active Registrations</b>

**Sub Consultants:**

<b>Role (i.e. Landscape Architectural...)</b>	<b>Company Name &amp; Address of Office Handling this Project</b>	<b>Projected % of Over-All Work on Entire Project</b>	<b>Name of Individual Assigned to this Project</b>	<b>Firm worked with prime before (Yes or No)</b>	<b>Individual Worked with prime before (Yes or No)</b>

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_\_ Yes \_\_\_\_\_ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

**FORM 3  
LOCATION**

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

\_\_\_\_\_ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within the City including the prime consultant and sub-consultants, utilizing information supplied above and on **Form 2**.

\_\_\_\_\_ %

**FORM 4**  
**PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS**

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's project that have been/is being accomplished by personnel that shall be assigned to the City's project. *List no less than three (3) but no more than ten (10) projects.*

4. Project Name & Location		Project Owners Name & Address	
Project Manager:		Project Owner's Contact Person, Title, & Telephone Number	
Completion Date (Actual or Estimated)			
Estimate Cost (In Thousands)			
Entire Project	Work for which firm was/is responsible		
\$	\$		
Scope of Entire Project (Please give quantitative indications wherever possible)			
Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)			
Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project			

**FORM 5**

Use this space to provide additional information or description of resources supporting your firm's qualifications for the City's project.