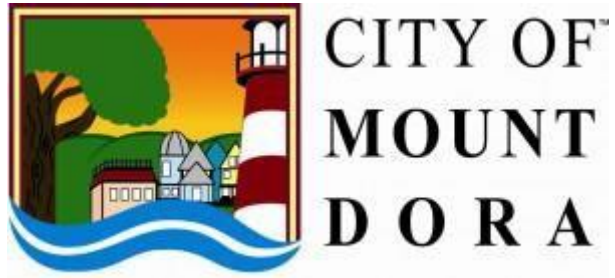


# Request for Qualification

NUMBER  
RFQ# 19-PW- 011



**City of Mount Dora**

## **CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES**

## LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications under **RFQ#19-PW-011, CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES**. Qualifications will be received **until 2:00 p.m. on February 11, 2019** by the Purchasing Department, City Hall, 510 North Baker Street, Mount Dora, FL 32757.

### **RFQ# 19-PW-011 “CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES”**

A pre-bid/pre-proposal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: [www.cityofmoundora.com](http://www.cityofmoundora.com) and also posted in the Lobby of City Hall.

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EXHIBIT "1" ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

## 1) INTRODUCTION/OVERVIEW

### A) **Purpose/Objective**

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the “Consultants Competitive Negotiation Act” (F.S. 287.055), the City of Mount Dora (herein after, “City”) has issued this Request for Qualifications (hereinafter, “**RFQ**”) with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES. The successful proposer will hereinafter be referred to as the “Consultant”.

As is more fully explained in Section “6L” of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

### B) **Background**

The City serves an area of 11 square miles with a population of approximately 13,949. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2018-2019. Copies of these documents may be viewed on [www.cityofmounddora.com](http://www.cityofmounddora.com). The City of Mount Dora is exempt from any and all state, local and federal taxes.

### C) **Inquiries**

Direct questions related to this **RFQ** to Marilyn Douglas, Purchasing Manager, and submit such questions in writing to: [Purchasing@cityofmounddora.com](mailto:Purchasing@cityofmounddora.com). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from [Purchasing@cityofmounddora.com](mailto:Purchasing@cityofmounddora.com). All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website ([www.cityofmounddora.com](http://www.cityofmounddora.com)) and on DemandStar ([www.demandstar.com](http://www.demandstar.com)).

### D) **Method of Source Selection**

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2018-127 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who

will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

**E) Pre-Bid/Pre-Proposal Conference**

A pre-bid conference is not applicable for this solicitation.

**F) Projected Timetable**

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFQ** process.

Event	Date
Issue <b>RFQ</b> Notice	January 16, 2019
Last Date for Receipt of Written Questions	January 28, 2019
Addendum Issued (If Applicable)	January 31, 2019
Opening Date	February 11, 2019
Evaluation Committee to shortlist	February 22, 2019
Shortlisted Firm Presentations (if applicable)	TBD
Evaluation Committee to Recommend	February 22, 2019
Notice of Recommendation	February 22, 2019
City Council Hearing Date	March 5, 2019

**2) GENERAL DESCRIPTION OF SPECIFICATIONS OR SCOPE OF WORK**

**Purpose**

The City of Mount Dora, Florida (“City”) is seeking proposals from experienced and well-qualified firms or individuals for the provision of services in accordance with the Scope of Services described herein.

## **SCOPE OF SERVICES**

### **A) Services to be Provided**

The Scope of Services comprises the complete description of the Professional Services for which this RFP has been issued.

Qualified firms wishing to submit to this RFP are responsible for providing all professional services described herein, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. However, this does not limit the use of qualified sub-consultants.

It is the City's belief that the services are adequately described herein. Therefore, any negotiated contract that may result from this RFP shall be inclusive of the entire effort required to provide the services described. Specifically, no additional fees shall be allowed for any additional services arising for any reasons whatsoever accepting those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

### **B) Professional Services**

#### **CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**

The Evaluation Committee shall recommend a minimum of three (3) firm(s) to the City Council for the CEI services.

The Successful Proposer/Consultant will be required to provide professional services for construction engineering and inspection for the City's US 441 Utility Relocation project as awarded under Bid Number ITB-19-PW-002. The project includes water and wastewater utility construction along US 441 from Lincoln Avenue to Donnelly Street in Mount Dora (see attached Exhibit "A" - Scope of Services for a description of the CEI services required).

#### **GRANT ADMINISTRATION SERVICES**

The Successful Proposer/Consultant will be required to provide grant administration services for state revolving fund grants and any other grants or loans that may pertain to the City's US 441 Utility Relocation project as awarded under Bid Number ITB-19-PW-002. The project includes water and wastewater utility construction along US 441 from Lincoln Avenue to Donnelly Street in Mount Dora.

Grant administration services also include administration of the City's Economic Development Transportation Project Fund Agreement (EDTPF) with the Florida Department of Transportation. The EDTPF agreement is attached as Exhibit "1" to the aforementioned Exhibit "A" Scope of Services that describes the CEI work.

Grant administration services include assuring that the City remains in compliance with all terms and conditions of applicable grant agreements including among other things compliance with Davis Bacon Act and any relevant federal employment requirements, U.S. Department of Homeland Security's E-Verify system as required for employment eligibility, Buy American requirements, and all other regulations stipulated in the grant agreements.

Thorough and accurate record keeping is required. Timely production of reports and documentation and the ability to anticipate problems early to prevent compliance issues are essential.

**3) CITY'S RIGHT TO INSPECT**

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

**4) TERMS AND CONDITIONS OF CONTRACT**

The City will develop a contract/agreement based upon negotiations with the successful Consultant. The Consultant shall be required to return a signed City contract/agreement. Terms and conditions can be found on the city's website at: [www.cityofmountdora.com](http://www.cityofmountdora.com).

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Consultant with their submittal until approved by Council.

The term of this Agreement shall be for a period of up to two (2) years.

**A) CONTRACT PERIOD**

The initial contract period will be for one (1) year. All rates contained on a Fee Schedule will remain in effect for the initial contract period.

**B) RENEWAL**

The contract may be renewed for one (1) additional one (1) year period if mutually agreed upon by both the Purchasing Manager and the Consultant. The Fee Schedule may be amended upon contract renewal as agreed upon by the Purchasing Manager.

**C) MINIMUM QUALIFICATIONS**

To be considered, the proposer must meet the minimum qualifications as listed below:

- Certification:

The qualifying firm or individual must be Architects and Engineers licensed in the State of Florida and must be FDOT pre-qualified for the services listed under each group proposed.



- General Experience

At least five (5) years of professional experience in performing the services described above.

- Local Government Experience

At least five (5) years of recent experience in performing services described above to one (1) Or more local government agencies is preferred.

- FDOT Pre-qualified Consultant Construction Engineering Inspection firm

Consultant shall hold qualification as an FDOT Pre-qualified Consultant Construction Engineering Inspection firm during execution of the work under this contract. Consultant shall not be the same firm as the Engineer of Record for the Project.

**D) COMPENSATION**

In general, the City's preferred method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect. A "Fee Schedule" will be made a part of the contract and all fees, payments, reimbursements, and costs paid to the successful proposer will be based on the contract fee schedule. The Fee Schedule will include the hourly rates for each member of the project team, including the position title and/or title. The fee schedule cannot be changed without the prior consent of the Procurement Manager. Progress payments may be requested on a monthly basis. The successful proposer will be paid periodically, but not more often than monthly upon presentation of a valid invoice or statement. The invoice or statement must clearly indicate the person generating the charge, the hourly rate for that person, the actual work performed, the project or fund to be charged (as provided by City staff), and the appropriate purchase order number.

The City's normal payment procedures (net 30 days) will be observed. No early payments will be approved.

No out of scope services will be provided in the absence of prior, written authorization in the form of a supplemental agreement and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligations for any services provided which do not conform to this requirement.

The City will not compensate the successful proposer or any person in the firm, for time spent traveling to or from City meetings/visits.

The City will not pay a retainer or similar fee.

Reimbursement of Out-of-Pocket Expenses:

If allowed by the contract, actual out-of-pocket expenses, such as word processing, photocopying, postage and the like will be reimbursed in accordance with the stated and agreed upon fee schedule.

Per Diem Travel Expenses:

The City's Project Manager must approve any travel on behalf of the City by the successful proposer firm in advance. For approved travel, City employees will reimburse out-of-pocket expenses such as per diem and subsistence allowance for necessary travel expenses pursuant to the City's existing travel policy governing travel.

The City will not pay or reimburse the successful proposer for time or costs associated with maintenance of licenses, certifications, etc.

Other Incidental Expenses:

The City will compensate the successful proposer for their incidental expenses, such as permit fees, incurred on behalf of the City at actual cost.

**5) GENERAL TERMS AND CONDITIONS**

**A) Licenses**

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

**B) Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid/Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into; that this Bid/Proposal is made without connection with any person, company or parties making a Bid/Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

**C) Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

**D) Relation of City**

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible

for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**E) Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

**F) Termination**

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

**G) Liability**

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

**H) Assignment**

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

**I) Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid/Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

**J) Single Bid/Proposal**

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this **RFQ**. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFQ**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFQ** nor act as part of a partnership or joint

venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**K) Protest Procedures**

Any appeal or protest to the Request for Bid/Proposal shall be governed by the City of Mount Dora's Purchasing Policies and Procedures.

**L) Public Entity Crime**

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; 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, consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

**M) Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

**N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

**O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act

of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

**P) Billing Instructions – Awarded Professional Consultants**

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

**6) INSTRUCTIONS FOR BID/PROPOSAL**

**A) Compliance with the RFQ**

Bids/Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

**B) Acknowledgment of Insurance Requirements**

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

**C) Acknowledgment of Bonding Requirements**

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails

to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Manager within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

**D) Delivery of Bids/Proposals**

All bids/proposals are to be delivered before **2:00 p.m. on February 11, 2019** to:

City of Mount Dora  
Purchasing Department  
2<sup>nd</sup> Floor  
510 North Baker Street.  
Mount Dora, Florida 32757

The City shall not bear the responsibility for bids/proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier.

However, the Purchasing Manager, or designee, shall reserve the right to accept bids/proposals received after the posted close time only under the following condition ONLY:

When the tardy submission of the bid/proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline and proof is provided of same.

List the RFQ Number on the outside of the box or envelope and note "Request for Qualification enclosed."

**E) Evaluation of Bids/Proposals (Procedure)**

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all RFQ's submitted in accordance with Statutes. At a minimum, there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
3. Subsequent to the closing of the RFQ, the Purchasing Manager shall review the submittals received and verify whether each submittal appears to be minimally responsive to the requirements of the published **RFQ**. In instances where both the Purchasing Manager and Project Manager are appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Manager shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each RFQ individually and score each submittal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Manger to schedule the

top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

**F) Ambiguity, Conflict, or Other Errors in the RFQ**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

**G) Qualification, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

**H) Acceptance or Rejection of Qualifications**

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

**I) Requests for Clarification of Qualifications**

Requests by the Purchasing Manager to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

**J) Validity of Qualifications**

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.



All Qualifications shall be valid for a period of one hundred twenty (120) days from the submission date to accommodate evaluation and selection process.

**K) Response Format**

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.
2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this **RFQ**. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Qualification. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. All copies of the Qualification should be bound and tabbed. The utilization of recycled paper for Qualification submission is strongly encouraged.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

**REQUEST FOR QUALIFICATION RFQ #19-PW-011 CONSTRUCTION ENGINEERING, INSPECTION, AND GRANT ADMINISTRATION SERVICES**

Table of Contents:

Tab I - Statement of Interest and Introduction:

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If sub-consultants are proposed, each sub-consultant must provide a similar letter, not exceeding one (1) page.

Tab II - Business / Firm History and Information:

A brief narrative, not exceeding two (2) pages, of the corporate history of the firm. This RFQ should clearly identify your organization's general and local Florida government experience in providing the services requested. Be specific as to the number of years providing the specific services requested.

1. A summary of at least three (3), but not more than five (5) similar projects. Please choose projects in which your submittal is based upon. Each project will be listed on a separate page but may not exceed one (1) page and will include the following:
  - Project Name
  - Location
  - Owner's Name and Address
  - Owner's Current Contact Name, Title and Phone Number
  - Description of Service
  - Project Value and Total Fees
  - Estimated and Actual Construction Cost (if known)
  -
2. Describe similarities to the services required in this RFQ Note: These summaries will serve as references. The Proposer will identify, not exceeding one (1) page, the type of business entity involved (e.g.: Sole Proprietorship, Partnership, Corporation, Joint Venture, etc.). The Proposer will identify whether the business entity is incorporated in Florida, another State, or a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The proposer will include a copy of their business license with their submittal.
3. Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide Social Security Numbers for all owners/partners.
4. If a Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of the Certification.
5. Identify, not exceeding one (1) page, office location where the majority of the services will be provided or work will be performed.

Tab III - Qualifications and Experience of the Project Team:

1. A description, not exceeding two (2) pages, of the proposed project team. This description should provide the names, titles, firm names (if sub-consultants are involved), and clearly identify the proposed role in the project team for each person.
2. Provide a current organizational chart of the firm and identify each principal of the firm and any other key personnel who will be professionally associated with the engagement.
3. For each person (not exceeding two (2) pages each), a brief description of qualifications which

will include at minimum, the professional qualifications for each person, and a summary of experience on projects similar to that described by this RFQ, and summary of experience on projects similar to that described by this RFQ. This summary of experience will describe the services provided and the dates of such experience. Include their experience with local governments and other public entities. Also, identify the role the aforesaid individuals will assume in the contract with the City.

Tab IV - Quality Control, Sanctions and Adverse Litigation:

1. Include a descriptive statement, not exceeding two (2) pages, of the firm's quality control/quality assurance procedures, including the qualifications of the person(s) responsible for quality assurance. If sub-consultants are involved, this statement will address the lead firm's procedures relative to the sub-consultants.
2. Include a statement, not exceeding one (1) page, as to the firm's or individual's membership in professional organizations or associations.
3. List (not exceeding one (1) page) any regulatory or license agency sanctions.
4. Provide a summary (not exceeding two (2) pages) of any litigation, claim(s), or contract dispute(s) filed by, or against, the Proposer in the past ten (10) years that are related to the services that Proposer provides in the regular course of business. The summary will state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. For larger firms, the summary can be in the form of percentages instead of specifics.

Tab V -Workload:

1. Provide a listing of recent, current and projected workloads of the firm. The Proposer will include a graph or other informational diagram / format indicating the allocated and available man-hours. Indicate availability of staff to the City and identify any other governmental agencies currently being represented in the State of Florida.
2. Provide a listing of the volume of work previously awarded to the firm by the City. The information will be considered by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principal of selection of the most highly qualified firms.

Tab VI - Approach to the Engagement:

1. This section will include a statement of the firm's approach to the project described herein. This statement of approach should not exceed ten (10) pages of narrative. If desired, this section may include up to five (5) additional pages of sketches, drawings or other graphic material if required to explain, clarify or demonstrate the firm's approach to the project. Firms are encouraged to submit innovative, quality, professional and effective solutions. Firms are advised that all materials submitted become a public record upon opening of sealed submittals; therefore, no materials submitted for this section or any other part of this RFQ should contain proprietary or confidential information. A few general guidelines for this section are provided below; however, it is the City's intention to provide responding firms as much flexibility as possible in this section. Please choose projects in which your submittal is based.

2. The statement of approach should begin with an introductory and overview section that describes the firm's understanding of the services required.
3. The body of the statement of approach should describe the firm's method of addressing the requirements of the project. Describe your understanding of the scope of services and the City's needs, your approach to providing the described services, any specialized skills available, and any special considerations or possible difficulties in providing the described services.
4. Provide a statement as to your ability to stay within the budget requirements and what methods will be used to assure that the budget is not exceeded.
5. A statement of the firm's capacity to perform the work within the required schedule. This should take the form of either narrative or chart which describes the available time for the proposed project team throughout the expected time frame for the project and which represents a commitment by the responding firms to allocate the necessary resources to the project.

**Tab VII - Existing Relationships:**

Identify (not to exceed one (1) page) any existing relationships that might affect either positively or negatively, your ability to perform the services requested.

**Tab VIII - Additional Data:**

Any additional information, which the proposer considers pertinent for consideration, should be included in this section (this includes exceptions and clarifications)

**Tab IX - Required Forms**

See section 7 of this RFQ.

**L) Qualification Evaluation Committee and Evaluation Factors**

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this RFQ, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation

committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

	<b>Maximum Points</b>
<b>Proposer’s Qualifications (Firm)</b>	<b>30</b>
<b>Project Team’s Experience</b>	<b>30</b>
<b>Approach to the Engagement</b>	<b>15</b>
<b>Current Workload</b>	<b>15</b>
<b>Location of Primary Office in Florida</b>	<b>10</b>
<b>Total Points</b>	<b>100</b>

**Formal Oral Presentations/Interviews (If Requested) (maximum 4 X 2.5 = maximum 10 points)**

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

**Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither Contractor/Vendor/Consultant has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.**

**7) CONTRACT/AGREEMENT AND ALL REQUIRED FORMS**

Required forms:

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. Proposers Qualification Form
4. Declaration Statement
5. Insurance Requirements
6. Drug Free Workplace Certification
7. Non-Collusion Affidavit of Prime Qualifier
8. Acknowledgements
9. Compliance with Public Records Law
10. References Form
11. Public Entity Crimes Statement
12. Firm Information
13. Sub-Consultant Listing
14. W9
15. Label
16. Addendums

**PROPOSER CHECK LIST**

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- The Standard Professional Consultant Services Agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda has been signed and included.
- The mailing envelope has been addressed to:

Purchasing Department  
 City of Mount Dora 510  
 North Baker Street  
 Mount Dora, Florida 32757

- The mailing envelope **must be sealed and marked** with RFQ Number “**RFQ 19-PW-011**” and RFQ Title “**CONSTRUCTION ENGINEERING, INSPECTION, AND GRANT ADMINISTRATION SERVICES**”.
- The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

**ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFO NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)

City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

STAMP OR SEAL:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**PROPOSER'S QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<b>% Completed</b>	<b>Project</b>	<b>Contract Amount</b>
		\$ _____
		\$ _____
		\$ _____

**LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you, at any time, failed to complete a contract?  Yes  No **STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
 Yes  No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

\_\_\_\_\_

\_\_\_\_\_

**FEES:**

List total fees for work done on all projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all past projects**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

\_\_\_\_\_  
Surety/Underwriter: (if required) \_\_\_\_\_

\_\_\_\_\_  
Other References: (Use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**DECLARATION STATEMENT**

City of Mount Dora  
510 North Baker Street  
Mount Dora, FL 32757

**RE: RFQ# 19-PW-011 “CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES”**

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ# 19-PW-011 “CONSTRUCTION ENGINEERING, INSPECTION & GRANT ADMINISTRATION SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_  
\_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

=====

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Worker's Compensation   | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.  | <u>Bodily Injury &amp; Property Damage</u><br><br><b><u>\$1,000,000</u></b> single limit per occurrence         |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |   |

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 4. Automobile Liability  | <b><u>\$ 500,000</u></b> Each Occurrence<br>Owned/Non-owned/Hired<br>Automobile Included |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:<br>Errors and Omissions or Professional<br>Malpractice Coverage   | \$ 1,000,000 Per Occurrence  |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.  |  |
| <input checked="" type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions. |  |
| <input checked="" type="checkbox"/> 8. The City of Mount Dora must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required.   |  |

**INSURANCE REQUIREMENTS**  
(Continued)

9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora  
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFQ** Number and **PROFESSIONAL CONSULTANT SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Insurance Agency

\_\_\_\_\_  
Signature of Proposer's Agent

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

- YES  
 NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

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

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

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

He/she is \_\_\_\_\_ of \_\_\_\_\_, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)

City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

STAMP OR SEAL:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

**RFQ# 19-PW-011  
“CONSTRUCTION ENGINEERING, INSPECTION,  
AND GRANT ADMINISTRATION SERVICES”**

**To: City of Mount Dora  
510 North Baker Street  
Mount Dora, FL 32757**

\_\_\_\_\_ (Professional Consultant) agrees to provide CONSTRUCTION ENGINEERING, INSPECTION, AND GRANT ADMINISTRATION SERVICES as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Consultant has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the CONSTRUCTION ENGINEERING, INSPECTION, AND GRANT ADMINISTRATION SERVICES called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Consultant each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Consultant and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Consultant, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Consultant shall guarantee CONSTRUCTION ENGINEERING, INSPECTION, AND GRANT ADMINISTRATION SERVICES within \_\_\_\_\_ calendar days from receipt of Purchase Order AND Work Authorization/Notice to Proceed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ \\  
(Month) (Year)



**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered:  
\_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

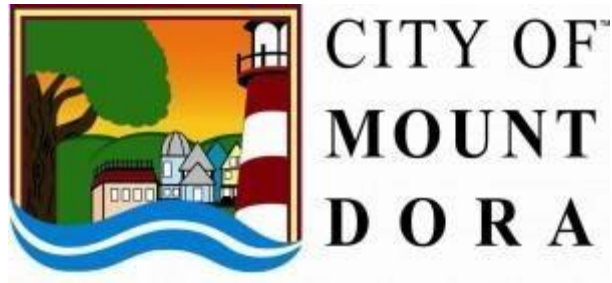
Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

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



## COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Project Number: **RFQ #19-PW-011**

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

## REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: \_\_\_\_\_ [NAME] as the \_\_\_\_\_ [TITLE] of \_\_\_\_\_ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

2. 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

State of \_\_\_\_\_)  
City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

STAMP OR SEAL:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**FIRM INFORMATION**

Firm is a:

- ( ) Corporation
- ( ) Partnership
- ( ) Sole Proprietorship
- ( ) Other \_\_\_\_\_(Explain)

Federal Employer Identification Number: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

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

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	<b>2</b> Business name/disregarded entity name, if different from above					
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.				<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	Individual/sole proprietor or single-member LLC	C Corporation	S Corporation	Partnership		Trust/estate
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____					
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	Other (see instructions) ► _____					
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)			
<b>6</b> City, state, and ZIP code						
<b>7</b> List account number(s) here (optional)						

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
				-				

**or**

Employer identification number								
				-				

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ► _____	Date ► _____
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Cut and use this label for Qualification Package

CITY OF MOUNT DORA  
PURCHASING DEPARTMENT  
2<sup>ND</sup> FLOOR  
510 NORTH BAKER  
STREET MOUNT DORA, FL  
32757

RFQ# 19-PW-011

CONSTRUCTION ENGINEERING,  
INSPECTION & GRANT  
ADMINISTRATION SERVICES

OPENING DATE/TIME:  
February 11, 2019  
by 2:00 p.m.