



“Central Florida’s High Point”

REQUEST FOR PROPOSAL DESIGN-BUILD RENOVATION SERVICES FOR THE MINNEOLA LIBRARY

**City Manager Mark Johnson
Minneola City Hall
800 North U.S. Highway 27
Minneola, FL 34715**

Mandatory Pre-Bid Meeting and Site Visit: March 11, 2020 at 10:00 a.m.

Question Due Date: March 27, 2020 at 4:00 p.m.

Addenda Release Date: April 10, 2020 at 4:00 p.m.

Due Date: April 24, 2020 at 3:00 p.m.

Anticipated Award Date: May 19, 2020

SECTION 1 – SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

1.1 Purpose

Pursuant to Florida Statute 287.055 (the Consultant’s Competitive Negotiation Act or C.C.N.A.), the City of Minneola is soliciting statements of proposal from firms qualified to provide design-build renovation services for a library to accommodate the needs of the City’s residents. The contract resulting from this solicitation is for a single project undertaking.

1.2 Introduction

The proposed library is anticipated to be approximately 4,700 square feet and, if structurally reasonable, will combine two buildings adjacent to each other, located at 302 W. Pearl Street in the City of Minneola. **A mandatory pre-submittal meeting and site visit will be held at Minneola City Hall, located at 800 North U.S. Hwy. 27, Minneola, FL 34715 at 10:00 a.m. on March 11, 2020.**

1.3 Definitions

- “Request for Statements of Proposal (R.F.P.)” means a formal solicitation inviting statements of Proposal
- “Response” means the information submitted by the respondent in response to this R.F.P.
- “Respondent” means the person, firm, or corporation who submits a response
- “City” means City of Minneola, Florida, as well as its officers, agents, officials, employees, and assigns.
- “City Council” means the governing body of the City of Minneola, Florida
- “Contractor” means a respondent awarded a contract from this solicitation
- “You” and “your” mean the same as the term “respondent” above
- “Shall”, “must”, or “will” are equivalent in this R.F.P. and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City
- “Should” or “may” are equivalent in this R.F.P. and are permissive in nature. Deviation from such a condition or requirement will not, by itself, cause automatic rejection of a Proposal package, but may be a factor considered in the overall evaluation process

1.4 Scope of Work

Provide design-build renovation services for an approximate 5,2000 square foot library. The details regarding the work to be performed is in two principal phases: Phase One – Pre-Design and Budget Assessment; Phase Two – Design and Construction. The required design services shall include supplying all necessary materials, transportation, labor, and expertise required to successfully complete the project.

PHASE I: Pre-Design & Budget Assessment

1. Feasibility of existing building renovation assessment.
2. Diagram of spaces/areas showing functional adjacencies.
3. Building connection recommendations.
4. Potential solutions with alternative recommendations.
5. Potential size and associated preliminary construction budget cost for each alternative.

The designed facility shall be compliant with all applicable codes and standards and shall include the following:

Structure and amenities

- Meeting room to accommodate thirty-to-fifty (30-50) individuals that can be divided into two spaces as needed with a closet and bathroom facilities. The meeting room shall provide after-hour access when library is closed.
- Children's room that is "glassed-in" to reduce noise.
- Glass in existing front porch space.
- Kitchen that can accommodate a refrigerator, sink, stove and plumbing for hot water.
- Two (2) separate office areas.
- Material processing area.
- Two (2) Americans with Disability Act compliant bathrooms.
- Water fountain located in the hallway.
- Intercom system for the entire library.
- Security system for the entire library.
- Carpeting of library floors.
- Storage area with shelving.
- Clerestory windows along the north and west sides of the building. Length of windows maybe six feet or run continuously.

Furniture, Fixtures and Equipment

- Circulation desk with two (2) chairs.
- Computer table to accommodate four (4) individuals.
- One (1) DVD/Audio Visual stand and rack.
- Lounge seating
- Tables and chairs for enclosed porch area.
- Four (4) tables and one (1) computer table for the Children's room.
- Modular furniture for Children's room.
- Shelving to accommodate 16,000 book volumes with some having casters.
- Outside book drop.

PHASE II: Design & Construction

1. Schematic through design phase with submittals at the 30%, 50%, and 90% period of each phase.
2. Detailed construction cost estimates at the completion of the schematic and design development and estimates at 50% and 90% completion of the design plans.
3. Interior design, to include furniture recommendations for selection, layout, contract documents, bidding/procurement assistance, and installation administration.
4. The data/communication design shall be prepared by a registered communications distribution designer following current standards
5. All necessary permit approvals.

OTHER:

1. Additional de minimus professional services may be required during Phase I and Phase II of the project. Such services will be discussed prior to any actions taken regarding such services.

1.5 Qualifying Standards

Pursuant to Chapters 471, 472, and/or 481, Florida Statutes, as applicable to this solicitation, firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statute(s).

Responding vendors must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award under this solicitation. Respondents are advised that their proximity to the City, as well as their list of subcontractors, including location and respective percentage of use of such, are listed evaluation factors under C.C.N.A. Additional forms to complete and application requirements are covered in Section 3.7.2 below. Adherence to the following additional Proposal is also required for a responding vendor to be considered for award:

1. Firms must have experience within the last five (5) years in design-build renovations in the State of Florida.
2. The successful candidate under this solicitation shall be capable of performing design-build services ranging from needs assessment and programming through construction administration and warranty period coordination.

1.6 Selection Criteria

In addition to the requirements set forth by Florida Statute and the policies and procedures of the City of Minneola, the short listing and final selection criteria may include, but not be limited to, evaluation of:

1. The proximity of the Firm and its subcontractors to the City.
2. The Firm's experience with the design-building of libraries in the State of Florida.
3. The Firm's experience with providing innovative design, construction, and operational cost savings and efficiencies.

1.7 Period of Performance & Term of Contract

The contract resulting from this solicitation is in support of a specific project. The period of performance shall commence upon formal notice to proceed or notice of award. For the purposes of this solicitation, the City has established a performance period of three (3) months to be substantially complete with the design and nine (9) months to be substantially complete with construction. A firm completion period will be specified in the final resulting contract. Actual start of performance is contingent upon the completion and submittal of all required award-related documents.

1.8 Key Contractor Personnel

In submitting a Proposal package, the respondent is representing that each person listed or referenced in the Proposal 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 Contractor wishes to substitute personnel, the Contractor shall propose a person with equal or higher Proposal. Each substitute or replacement must be approved by the City prior to their involvement with the project; and such approval may be withheld

for any or no reason. 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.

1.9 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 **[firm name]** warrant that **[firm name]** has not employed or retained any company or person, other than a bona fide employee working solely for **[firm name]** to solicit or secure this agreement and that **[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 **[firm name]** any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

1.10 Truth In Negotiation Certificate

For each contract that exceeds one hundred fifty thousand dollars (\$150,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

1.11 Insurance Requirements

Each contractor shall include in its solicitation response package proof of the ability to obtain and pay for, at Contractor’s sole expense, the policies provided in this section. Contractor does not need to have obtained such coverage at the time of submitting the solicitation response package, but rather that the coverage must be in effect prior to the contract being executed by the City.

- A. Workers Compensation: Contractor shall at all times provide and keep in force, at its sole cost and expense, a worker’s applicable compensation insurance policy in a sum of at least one million dollars (\$1,000,000) for each employee, including coverage for disease. The Contractor shall also at all times provide and keep in force, at its sole cost and expense, an employer’s liability policy in a sum of at least one million dollars (\$1,000,000) for each employee, including coverage for accident, injury, and disease. Workers' compensation insurance shall be based upon the proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable local, state, or federal law requiring workers' compensation. If not required by law to maintain workers compensation insurance, the contractor 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.
- B. Public Liability and Property Damage Insurance: Contractor shall provide and maintain, during the life of the contract, at Contractor’s expense, such public liability and property damage insurance as shall protect Contractor, as well as any employees, agents, or subcontractors performing work covered by the contract from claims for property damage which may arise from operations under this contract, whether such claims arise from the actions or failures to act of Contractor, subcontractor, or anyone directly employed by the Contractor or any subcontractor, and the amount of such insurance shall be as follows:

- (1) Comprehensive General Liability Insurance: The Contractor shall provide and maintain during the life of the contract, at his or her own expense, comprehensive general liability insurance. Coverage must afford on a form no more restrictive than the latest edition of the Occurrence Form Commercial General Liability Policy (C.G. 00 01) of the Insurance Services Office and must include without restrictive endorsements, the following minimum limits and coverage:

- One million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability, and property damage liability; premises and/or operations coverage; independent contractor's coverage; and products and/or completed operations coverage
- Two million dollars (\$2,000,000) aggregate
- Two million dollars (\$2,000,000) products-completed operations
- One million dollars (\$1,000,000) personal and advanced injury
- Fifty thousand (\$50,000) fire damage
- Five thousand (\$5,000) medical expense

Note: The contractual coverage must specify that it covers the Hold Harmless Agreement, which will be part of the contract.

- (2) Business Automobile Policy: The Contractor shall provide and maintain, during the life of the contract, at Contractor's expense, comprehensive automobile liability insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include, without restrictive endorsements, the following minimum limits and coverage:

- One million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability; owned vehicles coverage; hired and non-owned vehicles coverage; and coverage for employer's non-ownership.

Note: The contractual coverage must specify that it covers the Hold Harmless Agreement, which will be part of the contract.

- (3) Umbrella Liability: In addition to the above limits, the Contractor shall provide the following minimum limit and coverage:

- Two million-dollar (\$2,000,000) umbrella or excess liability insurance policy

Note: The contractual coverage must specify that it covers the Hold Harmless Agreement, which will be part of the contract.

- C. Additionally Insured: The City of Minneola shall be named additional insured on all of the above-named insurance policies and the City of Minneola's interest shall appear on all applicable liability insurance policies.

- D. Deductibles: Any and all deductibles to the above referenced policies are to be fully and faithfully paid by Contractor.
- E. Indemnification: The Contractor shall at all times defend, indemnify, protect, save harmless, and exempt the City , its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any and all penalties, damages, or other charges, claims, suits, demands, actions, causes of action, awards of damages whether compensatory or punitive, injuries, liabilities, losses, or expenses, including attorney's fees and costs, at law or in equity, which might be claimed now or in the future, including any payments required by worker's compensation laws or any amounts for infringement of patent, trademark or copyright, which may arise out of or be caused by the operation of the business or the performance of operations under this Agreement, and which is caused by a negligent or intentional act or omission of the Contractor, its officers, agents, servants, employees, representatives, contractors, or subcontractors, and which is not caused solely by a negligent or intentional act or omission of the City.
- F. Notification and Certificates of Insurance: The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the City of any change, cancellation, or nonrenewal of the provided insurance. It is the contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder. An original certificate of insurance, indicating that the awarded contractor has coverage in accordance with the requirements of this section, shall be furnished by the contractor 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 before any work begins.

Certificate holder shall be:

City of Minneola
P.O. Box 678
Minneola, FL 34755

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 contractor 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 contractor'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 contractor 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 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 contractor 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 Contractor or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Contractor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.12 Bonds

A Bid Bond is not required for this solicitation. Other bonding requirements will be outlined by the City at the time each individual work order/assignment is agreed upon.

SECTION 2 – GENERAL TERMS & CONDITIONS

2.1 General Qualification Guidance

Receipt of this document does not indicate that the City has pre-determined any company's Proposal to receive a contract award. Such determination will be made after the opening and will be based upon City's evaluation of each Proposal package compared to the specific requirements and Proposal contained in this document.

Section 287.055, Florida Statutes, "The Consultants' Competitive Negotiation Act" will be followed to secure the required firm. The contact person listed on the face page will be the sole point of contact for all respondents. In addition to the materials provided in the written responses to this R.F.P., the City may utilize site visits or may request additional material, information, presentations or references from the respondent(s) that submitted Proposal packages.

2.2 Incurred Expenses

This R.F.P. does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a Proposal 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 Proposal package, the respondent agrees that all costs associated with the preparation of the Proposal package will be solely the respondent's responsibility. The respondent also agrees that the City bears no responsibility for any costs associated with the preparation of the Proposal 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 Proposal packages when such action is in the best interest of the City. Minor irregularities are defined as those that have no 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 the Contractor's organization is also an employee of the City of Minneola, then the Contractor shall clearly identify the name of the individual(s) and the position he or she holds in the Contractor's organization within the response. Further, Contractor shall disclose the name(s) of any city employee(s) who owns, directly or indirectly, any interest in the Contractor's organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a five percent (5%) stake. Contractor shall complete and have notarized a conflict of interest form (Form A-1) and include it in your Proposal package.

If there is a conflict of interest as defined above and by Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees, the issue will be addressed to the City Attorney's Office 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 Proposal 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 Proposal package in response to this R.F.P., 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 Proposal 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 R.F.P. Selection or rejection of a Proposal package does not affect this right.

The City is governed by the Public Records 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 (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.

2.8 *Public Records/Copyrights*

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Contractor for or on behalf of the City shall be the sole property of the City and will be turned over to the City upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the Contractor's office or facility. The Contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been

completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

During the term of the Contract, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701 of the Florida Statutes is applicable, the Contractor shall do the following: (1) keep and maintain public records required by the City in order to perform this service; (2) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency; (4) upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (352) 3598 x 2100; PUBLICRECORDSREQUEST@MINNEOLA.US; CITY HALL, 800 NORTH U.S. HIGHWAY 27, MINNEOLA, FL 34715.

The Contractor shall keep and make available to the City for inspection and copying, upon written request by the City all records in the Contractor's possession relating to the Contract. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes.

If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of the Contract.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the Contractor shall expressly assign to the City nonexclusive, royalty free, rights to use any and all information provided by the contractor in any deliverable and/or report for the City's use which may include publishing in City documents and distribution as the City deems to be in the City's best interests. If anything included in any deliverable limits the rights of the City to use the information, the

deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

2.9 Special Notice to Contractors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the contract; and,
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract.

2.10 Lobbying Prohibited

Upon the issuance of this R.F.P., all prospective applicants, and any agent, representative or person acting at the request of such prospective applicant, shall be prohibited from discussing any matters related in any way to this R.F.P. with any officer, agent, employee, or Council member of the City, other than the individual identified in Section 3.4 below. Such prohibition applies to any and all communications regarding this R.F.P. with the City, with the sole exception of the mandatory pre-bid conference referenced in Section 1.2 above, at which all interested parties will have an equal opportunity to pose questions and receive answers. See Form 1.

SECTION 3 – SUBMITTAL OF RESPONSE AND AWARD

3.1 Response Closing Location, Date, and Time

Responses to this solicitation are due on or before April 24, 2020 at 4:00 p.m. Any original response package received after the specified date and time will not be considered and will be returned unopened to the submitter. Please submit one (1) original, three (3) copies, and one (1) electronic version.

3.2 Delivery of Proposal Packages

To be considered for award, a bid or proposal must be received and accepted prior to the date and time established within the solicitation. A response will not be considered for award, if received after the official due date and time, regardless of when or how it was received by the City of Minneola. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable title and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope or other package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal IN PERSON, by a THIRD-PARTY CARRIER (D.H.L., FedEx, U.P.S., etc.), or by a PRIVATE COURIER please deliver it/address it to:

City of Minneola
800 North U.S. Highway 27
Minneola, FL 34715

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE, (U.S.P.S.) please address it to:

City of Minneola
P.O. Box 678
Minneola, FL 34755

NOTE: Submissions through facsimile (fax) or email will not be accepted.

3.3 Public Opening

On April 24, 2020 at 3 p.m., all timely Proposal 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 at least five (5) days prior to the scheduled opening date.

3.4 Questions Concerning This Solicitation

Questions concerning any portion of this R.F.P. shall be directed in writing [facsimile (fax) and e-mail accepted] at least seven (7) days before the March 27, 2020 at 4 p.m. to:

Barbara Hollerand, City Clerk
City of Minneola
P.O. Box 678
Minneola, FL 34755
E-mail: bhollerand@minneola.us

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

3.5 Respondents Responsibility/Clarification and Addenda

While the City has used considerable efforts to ensure an accurate representation of information in this R.F.P., 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 R.F.P. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. A respondent, by submitting a Proposal package, represents that the respondent has read and understands the request for Proposal 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 via fax at (352) 394-7201, attention to Barbara Hollerand, or via e-mail at bhollerand@minneola.us in accordance with procedures set forth herein. The City will not be responsible for any oral communication given by any employee, agent, or representative of the City. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be provided.

If the City revises or otherwise amends this R.F.P., notice will be posted on the City of Minneola's website: <http://www.minneola.us>

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 R.F.P. before submitting your proposal.

Before submitting a Proposal 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, 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, nor 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, contractors 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, as listed in Section 3.4 above. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the contractor 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 Proposal package (offer) in response to this R.F.P. shall submit one (1) original, three (3) copies, and (1) electronic version of their Proposal package for review and evaluation by the City. Failure to provide the required copies and information may result in the Proposal package not being considered.

To facilitate analysis of its Proposal package, the respondent shall prepare its Proposal package in accordance with the instructions outlined in this section. If the respondent's Proposal 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 Proposal 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 R.F.P. 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 Proposal package must be on completeness and clarity of content. To expedite the evaluation of Proposal 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 *Proposal Package Sections*

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

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 R.F.P.
- 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 2, Conflict of Interest Disclosure Form.

TAB B – Firm Profile

Include completed Form 3 and a copy of the respondent's current State of Florida Board of Professional Regulation License.

TAB C – Team Composition and Subcontractors

Complete Form 4. List the key people proposed for the City's project along with any proposed subcontractors. 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 C.C.N.A., 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 5.

TAB E – Similar Projects

Complete Form 6. This form may be reproduced.

TAB F – Volume of Work

Complete Form 7.

TAB G – Additional Information

Complete Form 8.

3.8 Withdrawal of Proposal Package

Contractors may withdraw the Proposal package or modify it at any time prior to June 30, 2017 at 4 p.m. The Contractor shall be required to produce photo identification that satisfies the City prior to withdrawal or modification of the Proposal package. Negligence upon the Contractor's part in preparing the Proposal package confers no right of withdrawal after the time fixed for the submission of Proposal packages.

3.9 Proposal Package Acceptance / Rejection

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

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) and/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 a presentation and should include all pertinent and required information in their original Proposal 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 project to be performed. Any additional attendees 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 one (or more in the case of a multiple award continuing contract) 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 Section 287.055, Florida Statutes.

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 Section 287.055, Florida Statutes, and the Qualifying Standards, Section 1.4, of this solicitation.

It is understood that the City is not obligated to make an award under or as a result of this R.F.P. or to award such contract, if any, on the basis of lowest cost or one factor alone. The City reserves the right to award such contract, if any, to the best qualified respondent(s).

The City has the sole discretion, and reserves the right, to cancel this R.F.P., 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 Proposal 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 R.F.P. document, any addendum to this R.F.P. document, notice of award, or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within three (3) business days of the City's issuance of the Proposal 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's clerk. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection and 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 R.F.P. 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 Proposal 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.

FORM 1

LOBBYING PROHIBITION

Upon the issuance of this R.F.P., all prospective applicants, and any agent, representative or person acting at the request of such prospective applicant, shall be prohibited from discussing any matters related in any way to this R.F.P. with any officer, agent, employee, or Council member of the City, other than the individual(s) identified in Section 3.4.

Discussions during the mandatory pre-bid meeting between participants present at the mandatory pre-bid meeting is not subject to this prohibition.

I (printed name) _____ being the (title) _____

of (firm name) _____ certify that I, or any other member of the Firm or its affiliates, have not discussed any matters related to this R.F.P., outside of the mandatory pre-bid meeting, with any officer, agent, employee, or council member of the City, other than the individual(s) identified in Section 3.1.

Signature _____

Date _____

FORM 2

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 before me this _____ day of _____ 2017.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My Commission expires _____

(Type of Identification)

(Printed, typed or stamped commissioned name of Notary Public)

FORM 3

FIRM PROFILE

1. Firm (or joint venture) Name and Primary Corporate Address	1c. Licensed to do business in the State of Florida. _____ Yes _____ No
1a. Firm is ___ National ___ Regional ___ Local FEIN # _____	1d. Registered to do business in the State of Florida. _____ Yes _____ No
1b. Firm is a Certified Minority Business Enterprise _____ Yes _____ No	1e. Name, Title & Telephone number of Principal contact.
2. Please list the number of people by discipline or trade that your firm/joint venture will commit to the City's project.	
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	

FORM 4

TEAM COMPOSITION

Role	Name and City of residence of individual assigned to the project	Florida Active Registration Number
Principal-in-Charge		
Project Manager		
Project Architect (or Engineer)		
Project Construction Administrator		
List other Key Members		

Sub-Consultants

Role (i.e. Civil Engineer, Environmental, etc.)	Company Name & Address of Office Handling this Project	Project % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with Prime Before (Yes or No)	Individual Worked with Prime Before (Yes or No)

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. A copy of the written contractual agreement may be required to be submitted.

FORM 5

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 City of Minneola including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

_____ %

FORM 6

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current Proposal 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 seven (7) projects.

Project Name & Location	Project Owners Name & Address
Project Manager	Project Owner's Contact Person, Title & Telephone Number
Completion Date (Actual or Estimated)	Estimated Cost - 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 7

VOLUME

Prime Consultant's volume of work performed for the City of Minneola as a prime consultant and as a sub-consultant – currently and previously.

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate Date of Award of Contract

FORM 8

ADDITIONAL INFORMATION

Use this space to provide any additional information or description of resources (including any design capabilities) supporting your Firm's qualification for the City's project.

The foregoing is a statement of facts.

Signature: _____

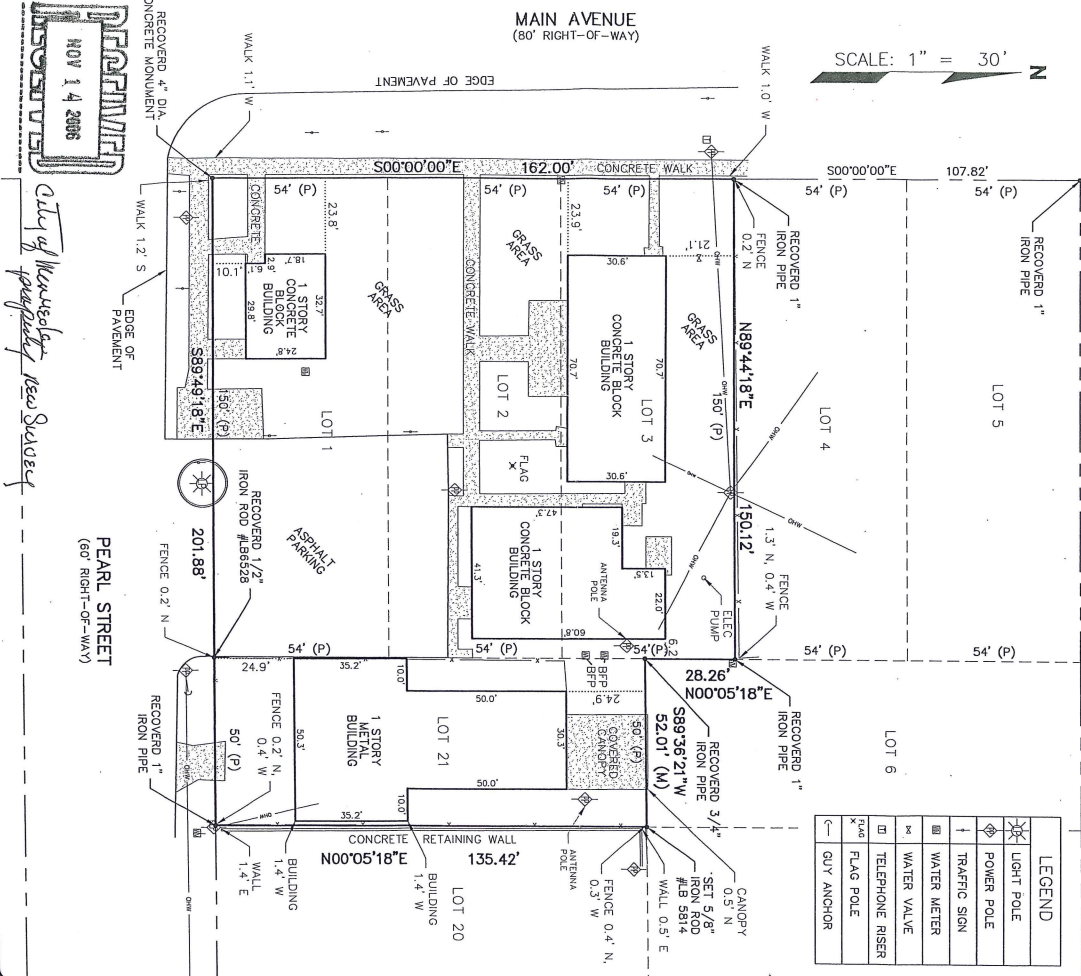
Telephone Number: _____ Date: _____









Print Name and Title: _____

LOTS 1, 2, 3 AND 21, SANGER'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE(S) 57, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

1.) BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF MAIN AVENUE, HAVING AN ASSUMED BEARING OF 500°00'00"E

- 2) THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURETOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
- 3) NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
- 4) THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 61-07, FLORIDA ADMINISTRATIVE CODE.
- 5) BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 120421 0535.D DATED JULY 3, 2002 THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE "X".



LEGEND	
	LIGHT POLE
	POWER POLE
	TRAFFIC SIGN
	WATER METER
	WATER VALVE
	TELEPHONE RISER
	FLAG POLE
	GUY ANCHOR

BY	DATE
DRAWN OS	11/19/06
FIELD #	10/4/06
FIELD BOOK/PAGE	
248/10	
PROJECT NO.	
02.0070.025	
SCALE 1"=30'	
SHEET	1 OF 1

Plotted: Nov 13, 2006 - 10:12am by chod:sonford N:\SURETY

N:\SURVEY\DWG\2002\02.0070.025\pearlst1.dwg

City of Marshall
County of Washington
State of New Jersey

	REVISIONS	REVISED	CHECKED
DATE			



TETRA TECH HA
201 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801
TELEPHONE (407) 839-3955 - FAX (407) 481-8447

**BOUNDARY SURVEY
OF THE
SANGER'S SUBDIVISION
FOR
STONE & GERKIN, P.A.**