



CITY OF WINTER GARDEN

**REQUEST FOR QUALIFICATIONS
(RFQ) # 13-011**

**CONSULTING ENGINEERING SERVICES
DILLARD STREET RECONSTRUCTION
FROM
W. COLONIAL DRIVE (SR 50) TO PLANT STREET**

LEGAL ADVERTISEMENT

**CITY OF WINTER GARDEN
REQUEST FOR QUALIFICATIONS "RFQ"
CONSULTING ENGINEERING SERVICES
DILLARD STREET RECONSTRUCTION
SOUTH DILLARD STREET FROM W. COLONIAL DRIVE TO PLANT STREET**

The City of Winter Garden, Florida (“City”), in conformance with the Consultants' Competitive Negotiations Act (CCNA), section 287.055, et seq., Florida Statutes, and the policies and procedures of the City, including but not limited to the City Purchasing Manual, is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing professional engineering services for the design and preparation of a complete set of construction contract documents and incidental services, as necessary, for improvements to certain transportation facilities, drainage and utilities on or proximate to South Dillard Street from Colonial Drive to Plant Street (the “Engineering Services,” which shall additionally include the Scope of Services set forth in Exhibit “A”).

The City intends to award the contract to the one (1) firm deemed to be the most highly qualified to perform those services described herein. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts amongst qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

Qualification packages must be received no later than **2:00 p.m. (local time) on Thursday, March 22, 2018**. Any qualification packages received after the referenced time will not be accepted under any circumstances, and the scheduled due date and time for submission will be scrupulously observed. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. Qualification packages submitted after this designated time shall be returned unopened. The City, at its sole discretion, may delay the scheduled due date(s) indicated above if it is advantageous to the City to do so. The City will post all changes in scheduled due dates by written addendum posted to the City’s website: www.cwgd.com.

Firms or companies interested in providing the Engineering Services shall submit one (1) original and four (4) copies of their qualifications to the City Hall Reception Desk by the submission deadline to the attention of:

Jim Monahan, PE – City Engineer
City of Winter Garden
RFQ 13-011
300 W. Plant Street
Winter Garden, F134787

No fax or electronic submissions will be accepted.

The City, through written inquiries directed to Jim Monahan, will receive and answer questions regarding the RFQ. The Deadline for receipt of written inquiries will be **March 15, 2018.**

Pursuant to Section 287.133(2)(a), Florida Statutes, interested firms who have been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services, the value of which exceeds \$15,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Interested firms may secure a copy of the RFQ documents at City Hall, 300 W. Plant Street, Winter Garden, FL. RFQ documents are also available online at www.wintergarden-fl.gov/ under Information regarding Bids, Contracts, RFPs, & RFQs.

(publish February 11; February 12)

**CITY OF WINTER GARDEN
REQUEST FOR QUALIFICATIONS "RFQ"
CONSULTING ENGINEERING SERVICES DILLARD STREET RECONSTRUCTION
SOUTH DILLARD STREET FROM COLONIAL DRIVE TO PLANT STREET**

SCOPE OF SERVICES:

Generally, the City of Winter Garden, Florida, in conformance with the Consultants' Competitive Negotiations Act (CCNA), section 287.055, Florida Statutes, and the policies and procedures of the City Purchasing Manual, is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing engineering services related to providing professional engineering services for the design and preparation of a complete set of construction contract documents and incidental services, as necessary, for improvements to certain transportation, drainage and utilities facilities on or proximate to South Dillard Street from Colonial Drive to Plant Street. Such project shall include aspects and duties relating to:

Street Design and Roadway Analysis and Plans;

Drainage Design and Analysis;

Municipal Utility Design;

Geotechnical Engineering;

Lighting;

Signage and Pavement Marking;

Permitting and Environmental Compliance;

Mapping;

3D Modeling;

Utility Coordination; and

Landscape Architecture.

The detailed Scope of Services for the project is attached hereto as Exhibit "A," and incorporated herein by this reference.

The City intends to award the contract to one firm deemed to be the most highly qualified to perform the required services. The contract period shall be for a period of Twenty Four (24) months unless otherwise terminated by either party, in writing, giving Thirty (30) days notice.

This project may be the recipient of grants/funding by MetroPlan Orlando and/or FDOT. Thus, the successful Respondent (i.e., “Consultant”) shall be required to assist the City with matters associated with the possible funding.

Interested firms must be experienced in providing engineering services for projects of a scope and nature comparable to those described. Use of qualified sub-consultants for specialty work is acceptable. To be considered, the firm shall be a licensed professional in accordance with Florida State law and be familiar with all applicable state of Florida, St. Johns River Water Management District, Orange County, and City of Winter Garden codes, regulations, requirements, and laws. Please include a copy of all applicable licenses held by firms or sub-consultants proposed to perform the work required herein.

SUBMISSION REQUIREMENTS

The interested and qualified firms shall submit a Statement of Qualifications describing their qualifications and experience in the type of work requested. The outside of any envelope or other containers utilized for the submission must be identified with the RFQ Number and Title as stated above, and the envelope/container must include the Respondent’s name and return address. **Submissions shall be limited to a total of thirty-five (35) 8.5" x 11" pages** (including resumes; but, excluding front and back covers, dividers, and a 2-page cover letter), single-sided, portrait orientation, 12-point font. The minimum required submission material includes the following:

I. Firm's Qualifications

- List of all firm employees, their qualifications and educational background, and their intended role in providing services to the City. Please include both employee and firm certifications and registrations with regulatory agencies and professional organizations.
- List of firm's sub-consultants, their qualifications, and their intended role in this project.
- List of firm's other current or recently completed projects or engagements within the past five (5) years for other public or private agencies.
- List and quantity of firm's (and firm's sub-consultants' if applicable) available equipment, including CADD Workstations, Traffic Counters, etc.
- List of at least three (3) client references including the client organization’s name, contact person, telephone number(s), and valid e-mail address.

II. Firm's Office Location

List the location of all offices (firm and sub-consultants) involved with this project and approximate distance (in miles) and time (in hours) to City Hall.

The City reserves the right to accept or reject any or all submittals that it may, in its sole discretion, deem unresponsive, or waive minor irregularities or technicalities when such waiver would best serve the overall interests of the City. The City further reserves the right to abandon the project, work, or services referenced in this RFQ entirely. In responding to this RFQ, all proposers agree to abide and be bound by any applicable procedures or standards set forth in the City Purchasing Manual as adopted pursuant to Resolution No.: 09-13, and as subsequently amended by Resolution No.: 11-08. Copies of such manual may be obtained at City Hall at reproduction cost or may be obtained upon request at no charge in electronic format. The cost of preparation of a response to this RFQ is solely that of the respondent, and the City assumes no responsibility for any such cost incurred by such respondent.

Any request to withdraw a Qualification Package must be addressed in writing as above. Such requests must be received by the City prior to the deadline for submission. All submissions, once opened, become the property of the City and will not be returned to Respondents.

Inquiries; Interpretations: All Respondents shall carefully examine the RFQ documents, including any attachments, addenda, and exhibits prior to submission. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the submission deadline. Failure to timely raise posited ambiguities or inconsistencies shall constitute an acceptance by the Respondents of any subsequent decision thereon of the City. Any questions regarding the intent, meaning, and interpretation of the RFQ documents shall be requested in writing and received by the City at least five (5) business days prior to the submission deadline. Questions or requests shall not be accepted or addressed after such time. Replies to any proper and timely notice of discrepancies, conflicts, interpretations, or the like shall be addressed, at the City's discretion, by issuance of written addenda. Only questions or issues answered or addressed through formal written addenda shall be binding. Oral and other interpretations or clarifications shall be expressly without legal effect. Regardless of the issuance of any addenda, submission in response to this RFQ will nevertheless be construed as though the submission complies with any such addenda and shall act as an acknowledgement of receipt of any addenda.

Submissions in response to this RFQ shall constitute a conclusive and binding representation by the Respondent that it has complied with every requirement of this RFQ and that the provisions of this RFQ and any attachments, addenda, and exhibits hereto are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work and services and that Respondent shall make no claim arising from or relating to Respondent's failure to comply with or otherwise exercise the provisions of this subsection.

Proof of Professional Liability Insurance

Provide a current insurance certificate providing proof of Professional Liability Insurance.

The successful Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Winter Garden (i.e., as a named additional insured) by companies acceptable to the City and at the following minimum limits and coverages with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance: \$1,000,000.00
(City is to be named as an additional insured)

Professional Liability Insurance (Design Errors and Omissions): All architects and engineers working under the Contract shall have insurance coverage for Errors and Omissions in an amount at least as large as the amount of architectural or engineering services provided for in the Contract, but not less than \$300,000.00 each occurrence.

The successful Respondent ("Engineer") shall cause each sub-consultant employed by the Respondent in the performance of the Contract to maintain at least equal insurance coverage as is required of such Respondent herein. The Engineer shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the Engineer allow any sub-consultant (s) to commence work on a subcontract until the Engineer has furnished copies of certificates of insurance evidencing all insurance required of the sub-consultant(s) has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by section 440.57, Florida Statutes.

- a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Engineer and/or sub-consultant providing such insurance.
- b) Workers' Compensation Insurance: The Engineer shall obtain during the life of this Agreement, Workers' Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Engineer's employees connected with the work of this project and, in the event any work is sublet, the Engineer shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Engineer. Such insurance shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Engineer shall provide, and cause each sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the Engineer's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Winter Garden.
- c) Engineer's Public Liability and Property Damage Insurance: The Engineer shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Winter Garden as an additional insured, and shall protect the Engineer from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this RFQ or

any subsequent agreement relating thereto whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer, and the amount of such insurance shall be the minimum limits as follows:

Automobile Bodily Injury Liability & Property Damage Liability

- \$1,000,000 Combined single limit per occurrence (each person, each accident)
- All covered automobile will be covered via symbol 1
- Liability coverage will include hired & non-owned automobile liability
- Include Waiver of Subrogation in favor of the City of Winter Garden

Comprehensive General Liability (Occurrence Form) -This policy should name the City of Winter Garden as additional insured and should indicate that the insurance of the Engineer is primary and not contributory over the insurance of the City.

\$2,000,000 GENERAL AGGREGATE
\$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000 PER OCCURRENCE
\$1,000,000 PERSONAL & ADVERTISING INJURY
Include Waiver of Subrogation in favor of the City of Winter Garden

Sub-consultant's Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance: The Engineer shall require each sub-consultant to procure and maintain during the life of any subcontract relating to any portion of the work or services set forth herein, insurance of the type specified above or insure the activities of these sub-consultants in the Engineer's policy as specified above.

Owner's Protective Liability Insurance: The Engineer shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000 and per occurrence \$2,000,000. Such coverage shall be aggregate and name the City of Winter Garden as the Named Insured.

Contractual Liability – Work Contract: The Engineer's insurance shall also include contractual liability coverage. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**

\$1,000,000 PER OCCURRENCE
\$2,000,000 AGGREGATE

Certificates of Insurance: Certificate of Insurance Form, naming the City of Winter Garden as an additional insured will be furnished by the Engineer upon notice of award. These shall be completed by the authorized Resident Agent and returned to the City. This certificate shall be dated and show:

The name of the Insured Engineer, the specific job by name and job number, the name of

the insurer, the number of the policy, its effective date, its termination date, and a statement that the Insurer shall mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

No Damages for Delay against City: The successful Respondent's exclusive remedies for any delays, impacts, disruptions, or interruptions of the completion of the proposed work and services referenced herein caused by events beyond the successful Respondent's and its sub-consultants', laborers', vendors', employees', agents', and any others working at the request of or under successful Respondent's control or direction that are caused (or claimed to be caused by) or attributable to the City and its officials, employees, consultants, and agents, shall be a claim for and exclusively limited to an equitable extension of the Contract Time. The successful Respondent expressly agrees that the preceding constitutes its sole and exclusive remedy for delays in the work or services performed hereunder, and the successful Respondent expressly waives any and all other remedies for any claim for increase in the contract sum, damages, expenses, losses, or additional compensation. Additionally, the successful Respondent shall not receive equitable time extensions for any delays caused by or within the control of the successful Respondent and/or its sub-consultants, laborers, vendors, employees, agents, and any others working at the request of or under successful Respondent's control or direction.

MISCELLANEOUS

Proposal Preparation Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response or submission to this RFQ. Respondents should prepare their submissions simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of the RFQ.

Personnel: Engineer represents that it has, or will secure at its own expense, all necessary personnel required to perform the work and services hereunder. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services and work required herein shall be performed by the Engineer or under its supervision, and all personnel engaged in performing the work or services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such work and services. Any changes or substitutions in the Engineer's key personnel as may be submitted to the City must be made known to the City immediately and written approval granted by the City must occur before said change or substitution may become effective.

Sub-consultants: The City, at its sole discretion, reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities and background of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly hereunder. If a sub-consultant fails to perform, as required hereunder, and it is necessary to replace the sub-consultant to complete the work timely or otherwise, the Engineer shall promptly do so, subject to acceptance of the new sub-consultant by

the City.

Arrears: Engineer shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Engineer further warrants and represents that it has no obligation, indebtedness, pending, or threatened legal action or government or other regulatory action against any of Engineer's or its sub-consultants', agents', or employees' licenses that would impair or impede its ability to fulfill the requirements herein.

Independent Contractor: The Engineer is, and shall be, in the performance of all work, services, and activities herein, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein shall at all times, and in all places, be subject to the Engineer's sole direction, supervision, and control. The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Engineer does not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.

Public Records: For any resulting agreement relating to this RFQ, the selected Engineer shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Engineer acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Engineer's control and possession (including sub-consultants) relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record by applicable law. In accordance with section 119.0701, Florida Statutes, Engineer specifically agrees it shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Engineer upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Engineer and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Engineer (including sub-consultants), unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Engineer are subject to the

provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Engineer, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Engineer shall at its expense, within three (3) business days, supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Engineer by the Public Records Law, Engineer agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Engineer and the City. Engineer hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Engineer's and its sub-consultants' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels. **IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Angela Grimmage, CMC, Assistant City Clerk, Office of the City Clerk, Winter Garden City Hall, 300 West Plant Street, Winter Garden, Florida 34787; e-mail: agrimmage@cwgd.com; telephone: (407) 656-4111, ext. 2297.**

Indemnification: Upon any resulting agreement based upon or relating to this RFQ, Respondent shall be required to indemnify and hold harmless—in substantially the following form—the City, its employees and elected and appointed officials and officers, from all claims, judgments, damages, losses, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts to be selected by the City) arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of the resulting agreement or relating to the resulting agreement in any manner to the extent same is caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any services or work rendered under the resulting agreement. If the type of service or work being performed under the resulting agreement requires a maximum monetary limit of indemnification under general law, then the maximum limit under this section and other indemnifications contained within the resulting agreement shall be two million dollars (\$2,000,000.00) per occurrence, which the City and the Respondent agree bears a commercially reasonable relationship to the resulting agreement; otherwise, there is no maximum limit of indemnification. The indemnification obligation set forth herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Respondent or any sub-consultant under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act. In the event these

indemnification provisions or any other indemnification provision of the resulting agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers. The provisions of this indemnification provision shall survive termination, cancellation, or expiration of the resulting agreement, and shall not be limited by reason of any insurance coverage.

Licenses: Respondents, both corporate and individual, must be fully licensed and certified for the type of work and services referenced herein in the state of Florida at the time of submittal. Should Respondents not be fully licensed and certified, such submissions shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Respondent, and the City shall not grant, award, or provide additional or separate payment for such costs. Adherence to all applicable federal, state, and local regulations, laws, statutes, ordinances, and requirements are the responsibility of the Respondents. Licenses shall be in the Respondents' names as it appears on any submissions, and Respondents shall supply appropriate license numbers, with expiration dates, as part of their submissions. Failure to hold and provide proof of proper licensure, certification, and registration may be ground for submission rejection.

No Waiver of Sovereign Immunity: Nothing contained herein shall be considered or deemed a waiver of the City's sovereign immunity protections, including but not limited to, those set forth in section 768.28, Florida Statutes.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR DELAY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY ENGINEER, SUB-CONSULTANTS, OR ANY THIRD PARTIES ARISING OUT OF THIS PROJECT AND/OR CONCERNING THE PERFORMANCE OF THE WORK OR SERVICES BY THE ENGINEER, SUB-CONSULTANTS, OR BY THE CITY.

Reduction / Elimination of Work: At any time and without penalty or cost, the City shall have the right to reduce or eliminate any portion of the work or services not yet performed by the Engineer through a unilateral change order, task order, or other written directive, and reduce total compensation for this project and those services being eliminated. City reserves the right, in the City's sole discretion, to self-perform or purchase any portion of the work or services so eliminated or reduced. In no event shall a unilateral directive, written directive by the City, or change order pursuant to this section serve as the basis for any monetary claim by Engineer or entitle Engineer to an increase in compensation for overhead, labor, services, materials, or any other compensation for other portions of the work or service to be performed by Engineer and not so eliminated by the City.

False Claims: If Engineer is unable to support any part of its claim, and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of Engineer, then Engineer shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to City attributable to the cost of reviewing said part of Engineer's claim. City and Engineer acknowledge that the Florida False Claims Act provides civil penalties of not

more than \$10,000.00 plus remedies for obtaining treble damages against persons or entities causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Engineer agrees to be bound by and comply with the provisions of the Florida False Claims Act.

Contingent Fees: It shall be unethical for a person to be retained, or to retain any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any agreement with the City relating to this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of any agreement relating to this RFQ. For breach or violation of this provision, the City shall have the right to terminate any resulting agreement at its sole discretion, without liability, and to deduct from the agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Conflict of Interest: Respondents agree that they will not engage in any action that would create a conflict of interest in the performance of any obligations as may be set forth or relate to this RFQ with the City or which would violate or cause others to violate any provisions of Chapter 112, Florida Statutes, relating to ethics in government.

Occupational Safety and Health Act (O.S.H.A.): In instances where O.S.H.A. is applicable due to the nature of the work or services referenced herein, all material, equipment, etc., as proposed and offered by Respondents shall meet and conform to all O.S.H.A. requirements. Respondents' signatures upon the submission shall, by this reference, be considered and construed as a certification of such fact.

Termination for City's Convenience: City may, without prejudice to any other right or remedy, terminate, in whole or in part, any resulting agreement relating to this RFQ with the successful Respondent by giving successful Respondent fifteen (15) days written notice. In the event of such termination for the convenience of the City, the successful Respondent shall be paid for work and services completed prior to effective date of termination; however, payment shall exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted work or services and shall be limited to cost of completed work or services.

SELECTION CRITERIA

Submissions/Qualification Packages will be reviewed and evaluated by a Selection Committee and a short list of qualified Respondents may be invited to make a formal presentation. The Qualification Packages will be reviewed and evaluated in accordance with the following criteria and weighting factor:

- | | |
|--|----|
| 1. Overall experience and ability of the Respondent | 20 |
| 2. Past performance and experience of the Respondent | 20 |
| 3. Past performance and experience with or in the City | 20 |
| 4. Ability to meet time and budget requirements | 15 |
| 5. Effect of legal action against the Respondent | 15 |

- | | |
|---|---|
| 6. Location of the office and proximity to the City of Winter Garden | 5 |
| 7. Projected workloads of the Respondent, and the volume of work previously awarded to Respondent by the City | 5 |

Total: 100 Points

SELECTION PROCEDURES

A City selection committee shall evaluate, score, and rank each respondent's qualifications in descending order from highest to lowest score as determined pursuant to the selection criteria to determine which firms are most qualified. No fewer than the three top-ranked firms shall be selected for competitive negotiation, with the most highly qualified firm first entering the competitive negotiations process as described in § 287.055(5), Fla. Stat. If a fair estimate of the negotiated contract price is expected to exceed \$50,000.00, such contract must be forwarded to the City Commission for final approval, whereupon the Commission shall determine whether the City has indeed reached an agreement with the firm considered to be the most qualified at a price the City determines to be fair, competitive and reasonable. Should the City Commission reject the contract, the selection committee shall resume competitive negotiations pursuant to the requirements of § 287.055(5), Fla. Stat.

The criteria for selection shall be based on the selection criteria above, including the firm's qualifications, service location, past performance, and reference check. Such selection criteria shall be construed liberally to benefit the public, and any other evidence which may hinder, delay, or call into question any Respondent's ability to perform the work or services may be sufficient grounds for disqualification of any submission. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of Respondent's qualifications as the City may deem necessary. A falsity or misrepresentation of any material fact, whether intentional or not, regarding a Respondent's insurance coverage, policies, or capabilities may be grounds for rejection of the Respondent's submission and rescission of any ensuing contractual agreement relating to this RFQ. The City shall be the sole judge of the competency of Respondents.

In addition to provisions located elsewhere in this RFQ, all Respondents understand and agree that any submission does not constitute an agreement or a contract with the City. The City reserves the right to reject all submissions, to waive any formalities or minor irregularities, and to solicit and re-advertise this or similar RFQ, or to abandon the project, work, or services set forth in this RFQ in its entirety or in part. Any of the following causes, which shall include such other causes as may be set forth herein, may be considered as sufficient grounds for disqualification of a Respondent and/or rejection of a submission: 1) submission of more than one (1) submission for the same work or services by any entity under the same or different names; (2) evidence of collusion amongst Respondents; (3) lack of responsibility as demonstrated by past work or performance from the standpoint of life, safety, and public welfare, including but not limited to, strict adherence to any maintenance of traffic requirements of the City, workmanship, progress, and financial irresponsibility; (4) uncompleted work for which any Respondent is committed by contract which might hinder or prevent the prompt completion of work and services under this RFQ; (5) falsification of any entry made on

submission shall be deemed a material irregularity and shall be grounds, at the City's option, for disqualification and rejection; (6) any submission which City determines is substantially inaccurate, misleading, exaggerated, or incorrect; and/or (7) non-compliance with the submittal requirements of this RFQ.

The above section shall be construed liberally to benefit the public and not any particular Respondent; however, any other evidence which may hinder or otherwise delay completion of the project, work, or services required under this RFQ, may be sufficient grounds for disqualification of any Respondent and rejection of any submission.

All successful Respondents shall be required to execute an agreement which provides, among other things, that all plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. The City anticipates entering into one (1) contract with the Respondent who is ultimately selected, and all Respondents understand that this RFQ does not constitute an agreement or a contract with the City. Any submission or award is not binding upon the City until same is approved by the City Commission and both parties execute a contract.

Upon award recommendation or thirty (30) days after closing, submissions become "public records" and shall be subject to public inspection and disclosure consistent with chapter 119, Florida Statutes. Respondents must invoke the exemptions or confidentiality protections to disclosure provided by law in their submissions, must clearly identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and lawful.

COMPANY INFORMATION/SIGNATURE SHEET RFQ

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION AND REJECTION OF YOUR PROPOSAL PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND ALL PORTIONS OF THE RFQ AND ANY ADDENDA, EXHIBITS, AND ATTACHMENTS THERETO, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

NAME/TITLE (PLEASE PRINT)

ADDRESS 1 _____

REMITTANCE ADDRESS 1 _____

ADDRESS 2 _____

REMITTANCEADDRESS 2 _____

CITY STATE ZIP _____

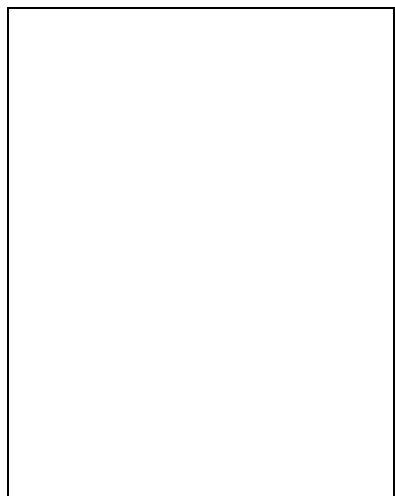
CITY STATE ZIP _____

FEDERAL ID# _____

Individual Corporation Partnership Other (Specify): _____

Sworn and subscribed before me _____ day of _____, 20 ____ .
this _____

Personally Known
or
 Produced Identification Type of Identification: _____



NOTARY SEAL

NOTARY PUBLIC –
State of _____
County of _____

Signature of Notary Public