



**PROFESSIONAL ENGINEERING FOR THE WEST
LAKE JACKSON INFRASTRUCTURE UPGRADES -
FUNDING IDENTIFICATION
AND RELATED SERVICES**

*Commodity Codes 90740, 92517, 92536, 92544, 92553,
92555, 92570, 92583, 92595, 92597, 94652, 96891*

RFQ 19-008

**PURCHASING AGENT:
LISA OSHA
368 SOUTH COMMERCE AVENUE
SEBRING, FL 33870
purchasing@mysebring.com**



The City of Sebring will receive responses
in the City Purchasing Department for:

Request for Qualifications

19-008

**PROFESSIONAL ENGINEERING FOR THE WEST LAKE
JACKSON INFRASTRUCTURE UPGRADES - FUNDING
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Specifications & General Terms and Conditions may be obtained at VendorRegistry.com. Bid plans, if any, can be obtained by emailing a request to purchasing@mysebring.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted at purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

Qualification envelopes must be sealed and marked with the RFQ number and name as to identify the enclosed documents. Packets must be delivered to the City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870 so as to reach the said office no later than **3:00 p.m. September 16, 2019, of the official time clock in the purchasing office, at which time they will be opened.** Packets received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any packets that are incorrectly addressed, delivered in person, by mail, of any other type of delivery service.

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et seq, as amended) and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

Lisa Osha,
Purchasing Agent
Sebring, Florida

Official Publication: VendorRegistry.com
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Publication: Highlands News Sun (August 26, 2019)

SECTION 1 – SCOPE OF PROJECT

The City of Sebring requires professional engineering services for master planning, preparing SRF funding/grant applications and administration, plans, specifications, and bid documents for the following project:

Stormwater and wastewater infrastructure upgrades in a project area of approximately three (3) miles on the west side of Lake Jackson. It is anticipated that the stormwater and wastewater infrastructure will need to be rehabilitated, enhanced, and/or replaced. The stormwater and wastewater infrastructure lies underneath Lakeview Drive, which will be disturbed during the construction process and will require restoration.

The City of Sebring is seeking proposals from Florida certified engineering firms interested in providing engineering and other related services to the City conforming to the stipulations outlined within Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act.” The services to be performed may include, but are not limited to, performing any or all of the following tasks related to the West Lake Jackson project:

- 1) Update existing facility plan(s)/master plan(s) and/or develop new plan(s)
- 2) Condition assessment and related studies for the City’s stormwater, wastewater, and roadway facilities (Infiltration/Inflow (I/I), field inspection, Sanitary Sewer Evaluation Studies (SSES), pavement assessment, etc.)
- 3) Identification and preparation of grant/loan applications and administration
- 4) Design
- 5) Surveying
- 6) Permitting
- 7) Bidding
- 8) Contract and construction management
- 9) Value engineering
- 10) Cost estimating
- 11) Ongoing funding identification research
- 12) Other municipal engineering work
- 13) Providing (using company staff or qualified subcontractors) land use planning, surveying, geological and/or geo-technical services.
- 14) Advising City staff and/or City officials on such matters as may materially affect the City’s physical infrastructure and public assets (such as roads, utility systems, drainage systems, etc.).
- 15) Meeting with City staff and/or City officials to consult on issues related to the implementation of the master plan which require professional engineering analysis and evaluation.

SECTION 2 – RFQ RESPONSE SUBMITTALS

SUBMISSION REQUIREMENTS

Respondents shall submit one (1) signed original and five (5) complete copies of the package. All submissions shall be sealed and delivered to the City of Sebring, Purchasing

Department, 368 S. Commerce Avenue, Sebring, Florida 33870 no later than the official RFQ due date and time, or as amended by addenda to the RFQ. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

SUBMISSION FORMAT

The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format may result in a reduction of the evaluation points assigned to your proposal and possibly rejection of the entire submittal.

COVER LETTER/LETTER OF INTEREST

Letter of interest including reference to this Request for Qualifications. (2 pages maximum)

SECTION A

STATEMENT OF QUALIFICATIONS:

- 1) Respondent's Profile
 - A. Respondent's general profile and capabilities
 - B. Location of office to serve the City of Sebring
 - C. Years in business

- 2) Respondent's Specific Experience and Capabilities
 - A. Number and size of similar projects
 - B. Number of engineering projects addressing upgrade and/or conversion of utilities for municipalities similar in size to the City of Sebring.
 - C. A description of representative completed projects including consulting fees, project cost, schedule, and client contact information (10 maximum project summaries).
 - D. Principals engineer(s)' years of experience with similar work
 - E. Qualifications of key staff members
 - F. Summary of firm's technical ability and experience to perform services and also apply for grants, loans, Legislative appropriations, and other funding sources for Florida agencies. This should include a list of funding experience with Florida municipalities.
 - G. Experience in successfully obtaining permits from local, state and federal agencies
 - H. Experience in dealing with Southwest Florida Water Management District, Florida Department of Economic Opportunity, Florida Department of Environmental Protection, and other regulatory agencies.
 - I. Applicant's knowledge of the City's infrastructure, conditions within the immediate vicinity of the City, and issues confronting the City
 - J. Whether the firm is a certified minority and/or disadvantaged business
 - K. Other relevant experience and qualifications

SECTION B

KEY PERSONNEL:

A description of key personnel who will be assigned to handle the various stages of this project including the SRF loan/grant application and administration, implementation/updating of the City facility plan, and design. This section should include an organizational chart, each individual's professional qualifications (education, registrations and professional affiliations) and pertinent experience (a maximum of 10 one page resumes). This section should also include all subcontractors that will have a key role in this project. Firms are to consider brevity and clarity as positive factors in their submittals.

SECTION C

PROJECT APPROACH (5 pages maximum):

- 1) Key personnel including any key subcontractors
- 2) Staffing plan and management approach
- 3) Understanding needs of small municipalities and sensitivity to financial constraints
- 4) Applicant's ideas for innovative, yet practical means for solving potential problems
- 5) Budget and schedule control to ensure project is completed on time and on budget
- 6) Document control
- 7) Communications
- 8) QA/QC

SECTION D

PROJECT EXPERIENCE/ADDITIONAL INFORMATION

- 1) Provide a list of at least five (5) federally and/or state funded projects of a similar type in which the responsible office or individuals have completed within the last ten (10) years. The list must include:
 - A. A brief description of the project;
 - B. Total price, contract time limit, final construction cost and time spent on the project;
 - C. Owner of the project;
 - D. The name and telephone number of a contact person who can speak on behalf of the client for such project;
 - E. The dates of commencement and completion for such project;
- 2) Workloads which might affect performance of work for the City of Sebring.
- 3) Forms (attached): Non-Collusion Affidavit of Prime Proposer Submittal Page, Drug-Free Workplace Submittal Page, Insurance Submittal Page, Indemnification, Public Entities Crime Statement, W9, and insurance certificates.

SECTION 3 – EVALUATION OF SUBMISSIONS

EVALUATION METHOD AND CRITERIA

The City shall be the sole judge of the best interests of the City, the submission and the resulting negotiated agreement.

City of Sebring will use the following evaluation criteria as primary factors in the selection of the professional services in accordance with Fla. Stat. §287.055, et seq:

EVALUATION	Max. Points
Qualifications and experience - MBE/DBE status	30 points
Key personnel	15 points
Project approach	20 points
Federally/state funded project experience	35 points

The weighted value will be the same for each firm the selection committee reviews.

SELECTION PROCESS

The evaluation committee will be comprised of three (3) City of Sebring staff members and two (2) elected officials and will be responsible for evaluating and ranking the written qualifications submitted by all of the firms regarding this proposal in accordance with the criteria contained in the Consultant's Competitive Negotiation Act, this RFQ, and applicable City code provisions to the extent not otherwise prohibited by law. The City shall select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. The evaluation committee may conduct discussions with, and may require presentations by, the firms regarding clarification of their qualifications and ability to furnish the required services. The evaluation committee will make its recommendation to City Council for award and execution of contract. The City of Sebring reserves the right to reject any and all responses, or portions thereof, received as a result of this request, as may be deemed to be in the best interest of City of Sebring. City of Sebring further retains the right to waive any irregularities of any submission. City shall make its selection in accordance with Fla. Stat. §287.055, et seq., and the Sebring Code.

SECTION 4 – GENERAL INFORMATION

DEFINITIONS

For the purpose of this Request for Qualifications, the respondent shall mean contractors, consultants, proposers, organizations, firms, companies, individuals, or other persons submitting a response to this Request for Qualifications.

CONTACT INFORMATION

Lisa Osha, Purchasing Agent
purchasing@mysebring.com

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com.

Any oral or other type of communication concerning this document shall not be binding.

SECTION 5 - GENERAL TERMS AND CONDITIONS

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

COMPLIANCE WITH APPLICABLE LAWS:

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to 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 Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must 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 must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City 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 CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

Successful contractor(s) shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting therefrom which appear within a period of one year after final acceptance of the work.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the vendors to check the website to ensure that all available information has been received prior to submission herein.**

ASSIGNMENT: Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: No bonding is required.

CONTACT INFORMATION:

Lisa Osha, Purchasing Agent
purchasing@mysebring.com

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com.

Any oral or other type of communication concerning this document shall not be binding.

COPYRIGHTS:

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limits the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DAMAGE TO PROPERTY: Contractor agrees that all City or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

DEFAULT: In any action brought by either party for the enforcement of obligations of the other party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City.

If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the service(s).

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor, at the Contractor's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

- a. **Comprehensive General Liability** (CGL) insurance shall be maintained by the vendor with a limit of not less than \$300,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.
- b. **Automobile Liability** shall be maintained with a limit of not less than \$300,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- c. **Worker's Compensation** coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$100,000 policy limit for disease.
- d. **Errors and Omissions Coverage** – Professional liability or malpractice or errors or omissions insurance shall be maintained with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- e. **Evidence of Insurance** shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days

prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

A respondent's inability to acquire or maintain sufficient insurance coverage pursuant to this RFQ and/or any contract awarded to such respondent shall be a basis for disqualification of the respondent from this RFQ and shall constitute a material breach of any contract awarded to such respondent pursuant to this RFQ.

LICENSING: Respondents shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your submittal.

LOCAL PREFERENCE: Local preference is not applicable.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head of each location and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

PERFORMANCE & WORKMANSHIP: Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

PREPARATION COSTS: The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or

correction.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$1,000.00 or less may be paid by purchase card. Purchase Cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor, or in the event the vendor does not have email, it is faxed to the vendor as well as the department initiating the request.

RESPONSES are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTS – A portion of the project may be performed under subcontracts. The proposal should indicate which firms/contractors are proposed to be used on which portions of the project. The proposal should provide the same information on the proposed subcontractor as it does for the principal firm responding to this RFQ.

TERM: The term, if any, of the contract(s) will be determined at a later date.

TERMINATION: Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and

stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

TIME: Time is of the essence of this agreement.

BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.

SECTION 6 – TERMS AND CONDITIONS

INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFQ, technical specifications, etc., email puchasing@mysebring.com. Such contact shall be for clarification purposes only. All questions and answers as well as material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum and posted at VendorRegistry.com. Submission of a proposal/offer will be considered evidence that the offeror has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFQ.

EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

LOBBYIST DISCLOSURE REQUIREMENT

Any professional consultant who utilizes the services of a lobbyist is required, by virtue of responding to this request, to make full disclosure to the City concurrently with the

submission of this proposal. Such disclosure shall include the following:

- A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of a professional consultant by the City.
- B. The name, address and telephone and fax numbers of that lobbyist.
- C. The length of such agreement, contract, or understanding, and the amount of any fee, gratuity, compensation, or consideration paid or promised to be paid to the lobbyist, either before or after hiring, whether or not the same is set out as compensation for the lobbying or is for other services.

The disclosure shall be submitted with the qualifications and will be filed with the City Clerk and such records shall be open to the public.

PUBLIC ENTITY CRIMES

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

COST AND PRICING

Cost and pricing elements should not be included in your proposal. Firms are evaluated and selected based on qualifications per Florida Statute 287.055. Cost and pricing are not considered during the evaluation process.

LEGAL REQUIREMENTS

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

PROHIBITION AGAINST CONTINGENT FEES

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

“The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this

contract 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this contract.”

CONTRACT AWARDS

The City of Sebring anticipates entering into a contract for these services with the respondent who submits the qualifications judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the respondent chosen, but reserves the right to award in any fashion if, in its sole determination, decides it is in its best interest. The respondent understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Council and executed by all parties.

MISCELLANEOUS

In accordance with *Fla. Stat.* §287.055, City of Sebring declares that all, or any portions of, the documents and work papers prepared to this invitation shall be subject to reuse by City of Sebring. The City retains the right to enter into one or more "continuing contract", as that term is defined in *Fla. Stat.* §287.055, *et seq.*, as a result of this selection process, but may alternatively elect not to do so.

ANTICIPATED TIMELINE

Proposals due:	September 16, 2019
Evaluation and ranking of firms:	September 19, 2019
Approval by City Council:	October 1, 2019

**NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)**

State of _____

County of _____

_____, being first duly sworn,
deposes and says that:

1. he/she is _____ of _____, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

(Title)
My Commission Expires: _____

**DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

**INSURANCE
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFQ # _____.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

Company Name

Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation 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 Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and

to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____

ATTEST: _____
Corporate Secretary or Witness

Organization Phone Number

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day
_____ of 20____ by _____, of
_____(Company Name).

He/She is personally known to me or has produced _____
as identification, and did _____/did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

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

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

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____ for _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
of the individual signing this sworn statement is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or

- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH

DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of

_____, 20____ by _____

who is personally known to me and who _____ did / _____ did not take an oath.

(Signature)

Printed Name: _____

Commission No.: _____

My Commission Expires: _____