



**RFQ-001-2021  
REQUEST FOR QUALIFICATIONS**

**FOR**

**OWNER'S REPRESENTATIVE FOR DESIGN  
BUILD CONSTRUCTION PROJECTS**

**FOR**

**NEW CITY HALL COMPLEX  
&  
WESTSIDE FIRE STATION NO. 2**

**CITY OF LAKE CITY – RFQ 001-2021 – OWNER’S REPRESENTATIVE SERVICES FOR DESIGN  
BUILD OF THE NEW CITY HALL COMPLEX & WESTSIDE FIRE STATION NO. 2 PROJECT**

**In accordance with the “Consultants Competitive Negotiation Act” (F.S. 287.055), the City of Lake City, Florida is seeking Statements of Qualifications from Florida registered firms to provide Owner Representative Services for the Design Build of the New City Hall Complex and the Westside Fire Station No. 2 Project.**

The City of Lake City, Florida, (City) will receive sealed Statement of Qualifications until **2:00 pm, local time, on Thursday, November 5, 2020** in the Procurement Department located on the 2nd floor in City Hall, 205 N. Marion Avenue, Lake City, FL 32055. Responses delivered to any other location will not be considered received by the Procurement Department. Any responses received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Submitter. Responses will not be accepted via fax.

At 4:01 pm, or shortly thereafter, only the names of the respondents will be read aloud.

A clearly marked original, five marked (5) copies and one (1) digital copy must be sealed and clearly marked **“RFQ-001-2021 Owner Representative Services for the Design Build of the New City Hall Complex and the Westside Fire Station No. 2 Project.”** on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the Procurement Department at [procurement@lcfla.com](mailto:procurement@lcfla.com). Facsimile or e-mail requests are acceptable. The Procurement Department will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Request for Qualifications. Questions must be received no later than **4:00 p.m., Wednesday, October 28, 2020**.

City of Lake City  
Attn: Procurement Department – 2<sup>nd</sup> Floor  
205 N. Marion Avenue  
Lake City, Florida 32055

**Scope of Work**

The Scope of the work for Owner’s Representative includes but not be limited to the following tasks:

Development of an “Acquisition Strategy”; Confirm what is permitted under Florida Statutes, and local laws, policies and regulations; Provide education and orientation for the Owner Organization; Define how regulatory approvals intersect with delivery method selection; Market validation of and comment on proposed delivery methods, and Supporting budget management.

**Pre-award support – Phase One**

Defining project objectives and priorities, assisting in determining the goals, challenges and constraints; Managing Owner expectations; Developing the procurement plan, schedule and procedures; Discussing contract forms, terms and conditions and special provisions; Development of solicitation documents for design build; competition process meetings, inquiries and addenda; Facilitating interviews, where applicable; Establishing  
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qualifications selection criteria and methodology; and Support determination of shortlisting the most highly qualified submissions.

### **Pre-Award Support – Phase Two**

Developing and/or peer reviewing design criteria documents, performance requirements and limited preliminary design development; Gathering data (e.g. site, existing facilities, regulatory requirements); Providing cost validation; RFP development; Establishing selection criteria and methodology; Facilitating proprietary one on one meetings with shortlisted proposers; Conducting risk and opportunity assignment; Incentive/award fee development; and Providing contract negotiation support to optimize opportunity for the Owner to select the best design-build team with the best proposal, within budget.

### **Post-Award Support/Administration**

Engaging formal Partnering Program development and implementation; Developing and implementing project execution planning; Cost monitoring; Facilitating project meetings and progress reviews; Providing project construction quality support; Minimizing project disputes and providing proactive claims avoidance initiatives; Project completion/closeout support; and Supporting incentive/award fee program.

### **The consultant can also propose any other Design-build alternative delivery methods to the City for the Guaranteed Maximum Price (“GMP”).**

### **General Requirements:**

1. Owner’s Representative shall assist City staff on engineering and technical issues related to oversight and management of the Project. Owner’s Representative efforts shall be led by the Owner’s Representative and supported by the Owner’s Representative’s Technical Team.
2. Owner’s Representative will be responsible for assessing the City’s needs and creating the Design Criteria Package for both projects.
3. Throughout the term of the agreement, Owner’s Representative shall ensure the availability of qualified staff with the discipline-specific expertise and experience to provide the necessary engineering and technical support to the City.
4. As requested, Owner’s Representative shall attend, participate, and assist the City staff at Project meetings which specifically entail technical issues or need for technical issues and provide support in making decisions regarding technical matters. Owner’s Representative shall review for accuracy the minutes of such meetings prepared by either the DB Entity or others. Owner’s Representative shall clarify and report any meeting minutes discrepancies affecting the Project to City staff.
5. Owner’s Representative shall prepare the development of procedures and practices required of the DB Entity. This includes quality management, document management, scheduling systems, and project templates and forms.
6. Prepare monthly invoices in accordance with City requirements for review. Invoices shall be clearly presented in an organized manner, with costs distributed among tasks.
7. Owner’s Representative shall respond to City, DB Entity or Project related questions.

8. Owner's Representative shall assist the City in facilitating, preparation, and review of the following typical documents from the DB Entity anticipated for this project including but not limited to:
- a. Quality Assurance Plan
  - b. Procurement Plan
  - c. Safety Plan
  - d. Cost Validation (Guaranteed Maximum Price)
  - e. Risk Allocation Matrix
  - f. Construction Contract
  - g. Any other documents typically required by the City
  - h. Provide other services as reasonably assigned by the City in support of the Project.
  - i. By performing this scope of services, Owner's Representative shall not have any authority or responsibility to supervise, direct, or control the DB Entity's work or the DB Entity's means, methods, techniques, sequences, or procedures of construction. Owner's Representative shall not have authority or responsibility for safety precautions and programs incident to the DB Entity's work or for any failure of the DB Entity to comply with laws, regulations, rules, ordinances, codes or orders applicable to the DB Entity furnishing and performing the Work.

## **SECTION I. BACKGROUND, OVERVIEW, AND GOALS**

### **CITY HALL:**

The City of Lake City is a small rural City known as the Gateway to Florida. It has a population of approximately 12,000 people. The current City Hall Building was originally constructed as a bank and hotel but has undergone many different renovations and uses throughout its lifespan, built circa 1911. The city purchased the building around 2005 and currently occupies all three floors, totaling approximately 23,000 square feet. –

On September 6, 2018 a structural assessment of the existing facility, was completed, noting several issues. Primary concerns were the lateral stability of the original interior brick walls, diaphragm strength, perimeter diaphragm connections, diaphragm collectors, brick with ties, and brick deterioration. Remediation of these issues is estimated to cost \$3,000,000; effectively placing the building beyond its anticipated life cycle.

With repair costs reaching \$3,000,000, the City decided to invest the repair costs into a new building, designed to current codes meeting the City's present and future needs. The proposed location for a new City Hall is just blocks from the existing facility, making it an ideal location. The new building should fit in with the surrounding area architecture with room for expansion. We would like the new building to be one floor. The current budget for this project is \$4,000,000 this includes all costs.

### **FIRE STATION:**

To keep up with the growth of the Lake City, Fire Station No. 2 is proposed for the Westside of the City. Fire Station No. 2 will consist of two vehicle Apparatus Bay approximately 4,000 sq. ft. including fire station building of approximately 2,500 sq. ft. The location for this project is 383 NW Hall of Fame Dr. Lake City, FL 32055

Proposed site is 1.02 acres, Zoning CHI, with curb cut access to NW Hall of Fame Drive and access to parking lot at 435 NW Hall of Fame Drive. The Site to include parking for both the public and firefighters with sidewall connections for access and area for exterior generator enclosure. Current expected completion date is Fall of 2021. **See Attachment 1 Survey – Fire Station and Attachment 2 Feasibility Study.** The current budget for

this project is \$1,700,000 this figure includes all costs.

The City has determined that the Design-Build delivery method to be the optimal approach to meet a final completion date at the very latest Fall of 2021 for the Fire Station and for the City Hall Complex Summer of 2022. By utilizing a DB project delivery approach, the City expects to secure substantial benefits for its customers. These benefits include aggressive project design and construction scheduling, optimal risk allocation, competitive design selection, clear assignment of performance responsibilities to a single contracting entity, optimal design for ease of operation and maintenance, long-term facility operations and maintenance efficiencies and cost savings. The City of LAKE CITY invites potential Consultants to submit a statement of qualifications according to the requirements set forth in this RFQ. The Statements will be reviewed and evaluated by the City using the evaluation criteria as detailed in this request.

This RFQ is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to the potential Consultants by the Owner and or it's Representative. It is each Consultant's responsibility to obtain all RFQ addenda prior to submitting its Statement.

The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ. In no event will the Owner be liable for any costs incurred by any Consultant or any other party in developing or submitting a Statement.

**Limitation:**

**The project delivery mechanism for construction will include a Design-Build (DB) delivery process. The Owner's Representative and its consultant team (including any sub-consultants) will NOT be allowed to be a participant in any capacity on the DB team(s) selected for any phase of the project.**

**SECTION II. MINIMUM MANDATORY QUALIFICATIONS**

The Consultant shall provide one or multiple project managers who are Licensed Professional Engineers in the State of Florida with at least ten years' experience with DB or alternate delivery methods for the construction of Municipal Buildings and Fire Stations. The Owner's Representative should include experienced planners, programmers, cost estimators, architects, engineers, and construction managers. The chosen firm must be experienced in all aspects of municipal design , construction, and operation, with the proven ability to direct all the services necessary to complete complex projects.

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. Issuing Office:**

The City's contact name listed herein is to be the sole point of contact concerning this RFQ.

Consultants shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

**B. Official Means of Communication:**

All official communications from the City to consultants will be via postings on an electronic solicitation notification system, [www.demandstar.com](http://www.demandstar.com) or [www.vendorregistry.com](http://www.vendorregistry.com) . The Procurement Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is RFQ -001-2021

incumbent upon consultants to carefully and regularly monitor these sites for any such postings.

**C. Inquiries:**

Prospective consultants may make written inquiries by e-mail before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ should be referred to:

**Contact: Karen Nelmes, Procurement Director**

**E-Mail:** [procurement@lcfla.com](mailto:procurement@lcfla.com)

**Subject Line:** RFQ 001-2021

Response to consultants' inquiries will be published as addenda on [www.demandstar.com](http://www.demandstar.com) and [www.vendorregistry.com](http://www.vendorregistry.com) in a timely manner. Consultants cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested consultant, representative, or consultant find any part of the tasks listed, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Procurement Contact of such matters immediately upon discovery.

**D. Modification or Withdrawal:**

Qualification statements may be modified or withdrawn by the consultant prior to the established due date and time.

**F. Minor Informalities:**

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors.

The Purchasing Director may waive such informalities or allow the consultant to correct them depending on which is in the best interest of the City.

**G. Responsibility Determination:**

The City will make selection only to responsible consultant. The City reserves the right to assess consultant responsibility at any time in this RFQ process and will make a responsibility determination for the shortlisted firms.

**H. Acceptance of RFQ Terms:**

A statement submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the consultant shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the consultant of all terms and conditions as set forth herein. A consultant shall identify clearly and thoroughly any variations between its proposal and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

**I Confidential/Proprietary Information:**

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the sole responsibility of the consultant.

The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The consultant may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

**J Acceptance of Proposal Content:**

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful consultant to perform in accordance with these obligations may result in cancellation of the award.

**K RFQ Cancellation:**

The City reserves the right to cancel this RFQ at any time, without penalty.

**L RFQ Response/Material Ownership:**

All material submitted regarding this RFQ becomes the property of the City of LAKE CITY, unless otherwise noted in the RFQ.

**M Incurring Costs:**

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

**N Non-Discrimination:**

The consultant shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

**O Taxes:**

The City of LAKE CITY is exempt from all federal excise taxes and all Florida State and local government sales and use taxes. Where applicable, consultant will be responsible for payment of use taxes.

**P Assignment and Delegation:**

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

**Q Availability of Funds:**

Financial obligations of the City of LAKE CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

**R. Standard of Conduct:**

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary. The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

**S. Damages for Breach of Contract:**

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

**T. Required Documents:**

The enclosed documents must be executed and returned with proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, Reference, Public Entity Crime Statement, E-verify Affirmation Statement.

Exhibit 1 Proposal Acknowledgement, Debarment/Suspension Certification Statement, and the Vendors on scrutinized companies lists.)

**SECTION IV. PROPOSAL SUBMISSION**

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.



**Consultants shall submit in a sealed package:**

A clearly marked original, five marked (5) copies and one (1) digital copy must be sealed and clearly marked **with the label located on page 10 of this solicitation** on the exterior of the package submitted.

To facilitate the evaluation, consultant shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email. Submittals shall be limited to no more than 30 single sided sheets not including resumes and representative project sheets. Late proposals will not be accepted. It is the responsibility of the consultant to ensure that the proposal is received at the City of LAKE CITY's Purchasing Department on or before the proposal due date and time.

**[The remainder of this page was left blank intentionally]**

The outside of the package will include the following label:

**RFQ-001-2021**

**Due Date and Time: 11/05/2020 @2:00 P.M**

**Owner Representative for Design Build of New City Hall  
and the Westside Fire Station No. 2 Projects**

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

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

**Contact:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Email Contact:** \_\_\_\_\_

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## SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive. The Proposal must not exceed **30** total pages (with the front counting as one page, most or all 8 ½ x 11-inch with 1-inch or greater margins), excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal. All representative projects (ten maximum), and resumes (two pages maximum) shall be included in the appendices.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, including address, telephone number, fax number, e- mail, and website (if applicable).
- B. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
  2. Identify the year in which your company was established and began providing consulting services.
  3. Describe any pending plans to sell or merge your company.
  4. Provide a comprehensive listing of all the services you provide.
- C. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, services to be provided, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- D. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II. Failure to meet or exceed these requirements will disqualify your response.
- E. Evaluation Criterion -** Consultants will be evaluated on the following responses:

### #1 - Company and Personnel Experience (40 Points)

1. Describe your customer service philosophy and how this project will be managed to get the best value design product for the City.
2. Demonstration of the necessary experience, organization, and technical qualifications for the proposed work.
3. List key personnel that will be committed to this project, their resumes, describe their role and title, and availability for contract duration (include in appendices).
4. List similar projects that have been completed by proposed key personnel.
5. Provide **completed** representative projects of similar nature as required in the Minimum Qualifications. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves

the right to contact the references provided in your proposal as well as other references without prior notification to you.

6. Propose how the consultant will manage the project to meet project goals and objectives.
7. Propose the methods and timeline of communication your firm will use with the City's project managers and other City staff.
8. Any consultant proposing on the New City Hall Complex and the Westside Fire Station No. 2 projects shall also provide five similar Owner representative projects in the last ten years with cities of similar size. Include Owner contact information, key personnel assigned, pertinent project information, timeliness of completion, costs control (include in appendices). The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

## **#2 - Project Approach (30 Points)**

1. Explain your understanding of the project objectives and understanding of DB or alternate delivery methods in compliance with the state of Florida statutes, local Government, and procurement compliance regarding the Project.
2. Identify approach for developing communication with City of LAKE CITY staff.
3. Describe specific project challenges you anticipate with this project and how you propose to resolve these challenges.
4. How will the project team manage quality control throughout the completion of the project?

## **#3 – Schedule (10 Points)**

1. Provide a specific timeline showing milestones and completion dates. The consultant will be evaluated on their ability to complete their scope of work within the proposed dates.

## **#4 - Development of Bid Package and Statement of Probable Cost (20 Points)**

1. Describe the plan for developing the Design-build or alternate delivery methods bid package.
2. How does the consultant propose to validate the Guaranteed Maximum Price ("GMP")?

## **SECTION VI. EVALUATION AND AWARD**

### **A. Proposal Evaluation**

All proposals submitted in response to this RFQ will be evaluated by a committee in accordance with the criteria described within. Total scores will be tabulated and committee member's scores will be normalized to complete the ranking portion of the evaluation. The highest ranking firms will be requested for presentation to the staff and City Council.

If the City requests presentations by short-listed firms, committee members may revise their initial scores based upon additional information and clarification received in this phase.

If your company is invited to give a presentation to the committee, these dates may not be flexible. In preparing responses, firms should describe in detail how they propose to meet the item identified in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified firm for this contract.

A presentation and/or demonstration may be requested by short-listed firms prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

**B. Determination of Responsibility of the Consultant**

The City of LAKE CITY awards contracts to responsible vendors only. The City reserves the right to make its consultant responsibility determination at any time in this RFQ process and may not make a responsibility determination for every consultant.

The City of LAKE CITY defines a “Responsible Consultant” as one who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.” The City reserves the right to request information as it deems necessary to determine a consultant’s responsibility. If the consultant fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the consultant non-responsible if such failure is unreasonable.

**SECTION VII. PROJECTED TIMELINE**

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

<b>Event</b>	<b>Date</b>
Issue RFQ Notice	October 5, 2020
Last Date for Receipt of Written Questions	October 28, 2020 @4:00 pm
Addendum Issued (If Applicable)	October 29, 2020
Proposal Due Date	November 5, 2020 @ 2:00 pm
Evaluation Committee Meeting	November 12, 2020 @ 10:00 am
Oral Presentations/Interviews if necessary	November 19 or 20, 2020 TBD
Recommendation Presented for Approval	NLT – January 2021

Add Oral Presentations/Interviews (if necessary)

Note: Dates are subject to change. NLT = no later than. TBD = to be determined

**TERMS & CONDITIONS**

**A. ADDENDUM**

It will be the sole responsibility of the Proposer to contact the Procurement Department prior to submitting a proposal to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

## **B. INCURRED EXPENSES**

The City is not responsible for any expenses which Proposers may incur in preparing or submitting responses, including presentations and any other expenses called for in this Request for Proposal.

## **C. INSURANCE**

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

- A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).
  2. Workers' compensation insurance to apply for all employees of the contractor, sub-contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
  3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
  4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

## **D. INDEMNITY:**

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

## **E. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the

CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**F. PUBLIC RECORD:**

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

**G. ADDITIONAL INFORMATION:**

The City of Lake City Procurement Department reserves the right to request any additional information needed for clarification from any Respondent for evaluation purposes.

**SWORN STATEMENT UNDER SECTION  
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid No. \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Identification No.(FEIN) is \_\_\_\_\_. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. 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.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been



convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, and (Please indicate which additional statement applies)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_ who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at large  
My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**[The remainder of this page is left blank intentionally]**

**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA, CITY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn deposes and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_ and principal office in \_\_\_\_\_.  

\_\_\_\_\_ City & State
\_\_\_\_\_ City & State
2. The above-named entity is submitting a Proposal for the City of Lake City **RFQ-001-2021** described as **Owner’s Representative for New City Hall Complex and the Westside Fire Station No. 2 project.**
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity’s ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification type: \_\_\_\_\_

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

Printed, typed, or stamped commissioned name of notary public.

My commission expires \_\_\_\_\_.

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

---

Firm \_\_\_\_\_ Date \_\_\_\_\_

---

Authorized Signature \_\_\_\_\_ Printed or Typed Name and Title \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or 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, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

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

\_\_\_\_\_  
Date Signed

State of Florida

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify type of identification)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the Bidder  
Title Company Name  
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 Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, 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 or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

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

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**E-VERIFY AFFIRMATION STATEMENT**

RFQ/RFP/Bid /Contract No:

\_\_\_\_\_

Project Description: \_\_\_\_\_

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

\_\_\_\_\_

Authorized Company Person’s Signature:

\_\_\_\_\_

Authorized Company Person’s Title:

\_\_\_\_\_

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

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**EXHIBIT 1**

**PROPOSAL ACKNOWLEDGEMENT**

The consultant hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFQ, except where expressly described in your cover letter.

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

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

\_\_\_\_\_  
Email Address

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**



**RFQ-001-2021**

**OWNER'S REPRESENTATIVE PROFESSIONAL ENGINEERING SERVICES FOR THE NEW CITY HALL COMPLEX AND THE WESTSIDE FIRE STATION NO. 2 UTILIZING DESIGN BUILD OR ALTERNATE DELIVERY METHODS**

**Debarment/Suspension Certification Statement**

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

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

Title \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

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

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_ (Typed or Printed)

ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_ E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL**