

# Request for Qualification

NUMBER  
RFQ# 19-GS-018



**City of Mount Dora**

## **Construction Manager at Risk (CMAR) Services- Citywide Projects**

*Marilyn Douglas  
Purchasing Manager*

## LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide services under **RFQ# 19-GS-018 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - CITYWIDE PROJECTS”**. Qualifications will be received until **2:00 pm, on July 8, 2019** by the Purchasing Department, City Hall, 510 North Baker Street, Mount Dora, FL 32757.

### **RFQ# 19-GS-018 “CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - CITYWIDE PROJECTS**

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

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

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

All meetings, unless noted otherwise, will be held in the **Conference Room** on the first floor of City Hall. Please be advised that dates, time, and locations are subject to change and will be posted in the Lobby of City Hall.

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## 1) INTRODUCTION/OVERVIEW

### A) Purpose/Objective

The City of Mount Dora Finance Department (herein after, “City”) has issued this Request for Qualifications (hereinafter, “RFQ”) with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide **CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES - CITYWIDE PROJECTS** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

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

### B) Background

The City serves an area of 12 square miles with a population of approximately 14,536. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

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

### C) Inquiries

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

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

### D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2019-12 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the RFQ. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a

minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

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

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

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

**F) Projected Timetable**

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

Event	Date
Issue <b>RFQ</b> Notice	June 17, 2019
Last Date for Receipt of Written Questions	June 25, 2019
Addendum Issued (If Applicable)	June 28, 2019
Opening Date	July 8, 2019 2:00 PM
Evaluation Committee to shortlist	July 22, 2019 9:00 AM
Shortlisted Firm Presentations (if applicable)	July 29, 2019
Evaluation Committee to Recommend	July 29, 2019
Notice of Recommendation	July 29, 2019
City Council Hearing Date	August 20, 2019

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

**Purpose**

The City of Mount Dora is soliciting Statements of Qualifications in response to this Request for Qualifications (**RFQ**) from qualified firms to provide as needed Construction Management at Risk (CMAR) services for various city projects, less than \$2 Million in total construction costs, under multiple City departments. The following is a list of anticipated city-wide projects to be addressed under this solicitation. Services under this **RFQ** shall be provided for the Community Redevelopment Agency, the Northeast Community Redevelopment Agency as well as all General Fund City Departments consisting of but not limited to Leisure Services, Police Department and other departments.

Projects include but are not limited to the following:

Leisure Services:

- Construction of an Aquatics Recreation Facility with Kayak Launch;
- Library Parking Lot Expansion;
- Cauley Lott Park and Lillie Park Renovations;
- Lincoln Park Renovation;
- Public Library Expansion;
- Construction of Docks and Boardwalks at Grantham Point;
- Park Sidewalks –Various Locations;
- Recreation Trails –Various Locations.

Public Safety:

- Police Evidence and Dispatch Facility;
- Police Department Building Renovation;
- Public Safety Training Facility;
- Downtown Public Safety Kiosk.

Community Redevelopment Agency and Northeast Community Redevelopment Agency:

- Welcome Center Kiosk;
- Information Kiosks;
- Trash Dumpster Enclosures;
- Wayfinding Signage;
- Gateway Signage.

The CMAR will serve as the City's representative and work with the Architect who will also be contracted with the City. On a per project basis, the City will require the CMAR to provide pre-construction services such as production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, and systems, development of a Guaranteed Maximum Price (GMP) proposal based on 100% Construction Documents.

On a per project basis, the cost of work will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The CMAR will be required to seek competitive bids for all subcontracted work and materials, which will be included as part of the GMP. The City Procurement Division will work closely with the CMAR to establish a procedure to be used for soliciting and selecting subcontractors as well as material suppliers.

On a per project basis, proposers shall be capable of obtaining and providing separate performance and payment bonds for up to \$2 Million. A letter documenting bonding capacity from their Surety will be required to be submitted in the response to this RFQ. Not submitting a letter confirming the bonding capacity may result in your proposal being deemed non-responsive and disqualified.

## **SERVICES TO BE PROVIDED:**

### **Preconstruction Work Scope (per project):**

**Meetings.** CMAR will attend Project Team meetings with the City and the Project Architect at regularly scheduled intervals throughout the Preconstruction Phase. According to the phase, frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the City's acceptance of the Guaranteed Maximum Price.

**Timeline.** CMAR will prepare an estimating and permitting timeline outlining the tasks required during the Pre-construction phase of each assigned project.

**Estimates/Estimating - Design Development:** CMAR will prepare an updated Estimate based on drawings and specifications within (45) calendar days of receipt of drawings and specifications for each assigned project.

50% Construction Documents: CMAR will prepare an updated estimate based on drawings and specifications within (30) calendar days of receipt of drawings and specifications per assigned project. Any significant deviations from the previous estimate relative to quantities, costs and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the scope of assumptions and qualifications.

**Guaranteed Maximum Price (GMP) Estimate – 100% Construction Documents:** At 100% completion of the Construction Documents, CMAR shall submit the Guaranteed Maximum Price Estimate within (30) calendar days of receipt of drawings and specifications for each assigned project. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.

**Value Analysis and Constructability.** Concurrent with each estimate for each assigned project, CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. CMAR shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various necessary systems, construction means, methods and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.

**Subcontractor Bid Package & Procurement.** For each assigned project CMAR will develop comprehensive bid packages for each construction trade during the GMP subcontractor bidding. The City Purchasing Division shall approve the process used by the CMAR for noticing, accepting and awarding sub- contracts for each of the trades. CMAR shall select at least three (3) qualified subcontractor bidders; shall diligently work to include local area businesses; identify long-lead delivery materials and equipment; work with the City to identify qualified vendors and complete subcontractor and vendor negotiations after GMP approval and the construction services agreement is finalized.

## **Construction Work Scope**

On a per project basis, following negotiation of a GMP and execution of a Construction Services Agreement with a Guaranteed Maximum Price (GMP) the Construction Manager shall become the General Contractor.

CMAR shall become the Construction Manager (CM)/General Contractor (GC) and manage all facets of assigned project construction as agreed to in the Construction Services Agreement.

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

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

### **4) TERMS AND CONDITIONS OF CONTRACT**

Separate agreements, on a per project basis, will be developed based upon the preconstruction work and the construction work to be performed. The preconstruction agreement will be based upon negotiated rates. Standard Contract Terms and Conditions can be found on the city's website at the link presented below.

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

#### **A) CONTRACT PERIOD**

The initial contract period will be for five (5) years.

#### **B) RENEWAL**

The contract may be renewed for two (2) additional one (1) year periods if mutually agreed upon by the Purchasing Manager, City Council and Contractor.

### **5) GENERAL TERMS AND CONDITIONS**

#### **A) Licenses**

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

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



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

**B) Principals/Collusion**

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

**C) Taxes**

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

**D) Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**E) Term Contracts**

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

**F) Termination**

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

**G) Liability**

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

**H) Assignment**

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

**I) Lobbying**

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

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

**J) Single Bid/Proposal**

Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFQ**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFQ** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**K) Protest Procedures**

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

**L) Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

**M) Conflict of Interest**

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

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

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

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

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

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

**O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

**P) Scrutinized Company List**

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link: [https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019\\_01\\_29\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2019-01-29-130702-420](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420)

The company representative authorized to sign on behalf of the bidder, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to

Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

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

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

**6) INSTRUCTIONS FOR PROPOSAL**

**A) Compliance with the RFQ**

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

**B) Acknowledgment of Insurance Requirements**

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

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

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

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

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

C) **Acknowledgment of Bonding Requirements**

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

Not Applicable

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

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

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

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

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

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

**D) Delivery of Bids/Proposals**

All bids/proposals are to be delivered before **2:00 pm**, local time, on or before **July 8, 2019** to:

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

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

However, proposals received after the time and date specified shall be late and not considered, unless the proposal would have been received timely except for the action or inaction of City personnel and the proposal has not yet been awarded.

Proposers must submit **TWO** (2) total copies of the Proposal, one (1) hard original, and one (1) electronic copy in PDF format, on a new USB flash drive.

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

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all **RFQ's** submitted in accordance with Statutes and City Policy. At a minimum, there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. All evaluation committee members shall review the Request for Qualifications (**RFQ**) issued.
3. Subsequent to the closing of the **RFQ**, the Purchasing Manager shall review the submittals received and verify whether each submittal appears to be minimally responsive to the requirements of the published **RFQ**. In instances where both the Purchasing Manager and Project Manager are appointed to the committee as voting members, such meetings shall be open to the public and the Purchasing Manager shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each **RFQ** individually and score each submittal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.

6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

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

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

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

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

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

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

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

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

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

**H) Acceptance or Rejection of Qualifications**

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

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their

refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

**I) Requests for Clarification of Qualifications**

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

**J) Validity of Qualifications**

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

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

**K) Response Format**

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



Title Page:

**RFQ #19-GS-018 Construction Manager at Risk (CMAR) - Citywide Projects**

Table of Contents:

Tab I – Letter of Transmittal:

A signed letter of transmittal briefly stating proposer’s understanding of the work to be done, the projected timetable for completion of study and statements why the proposer believes they are the best qualified to perform this project.

Tab II – Company History:

Provide a brief history of the firm, including number of years in business, organizational structure and list of any personnel to be assigned to this project.

Tab III – Qualification/Experience:

Provide professional credentials, certifications and experience of the firm and each of the personnel who would possibly be assigned to the projects listed. (Include resumes).

Tab IV – Scope Response:

Describe your understanding of the scope of services and the City’s needs and any specialized skills that is available from your firm.

Tab V – Approach to Project:

Provide in detail your firms approach and methodology as it relates to Construction Management at Risk for projects of the nature as specified in the RFQ.

Tab VI – References:

Submission of a minimum of five (5) public agency references who engaged the firm and assigned personnel for similar projects and related processes or activities. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

1. Client name, address, and current telephone number
2. Description of services provided.
3. Time period of the project or contract.
4. Client’s contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the included Reference Form.

A uniform sample of references will be checked for each Proposer.

Tab VII – Statement of Litigation:

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years. Please provide the following information for each litigation – Case Style, Case Numbers, and the venue of the case.

Tab VIII – Documents:

Professional Certifications/Licenses

Tab IX – Required Forms:

See Section 7 of this document

Tab X – Additional Data:

Any addition(s), exception(s), or clarification(s) the proposer may deem pertinent to this proposal.

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

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

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

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for the non-price factors s technical response, qualifications and experience.

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

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

	<b>Maximum Points</b>
<b>Experience (CMAR &amp; Project Team)</b>	<b>30</b>
<b>Proposer’s Qualifications (CMAR &amp; Team)</b>	<b>20</b>
<b>Current Workload</b>	<b>25</b>
<b>Approach to the Engagement</b>	<b>15</b>
<b>Technical Response &amp; References</b>	<b>10</b>
<b>Total Points</b>	<b>100</b>

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

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

7) **ALL REQUIRED FORMS**

**Required Forms:**

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. Certification of Scrutinized Companies' List
4. Proposers Qualification Form
5. Declaration Statement
6. Insurance Requirements
7. Drug Free Workplace Certification
8. Non-Collusion Affidavit of Prime Qualifier
9. Acknowledgements
10. Compliance with Public Records Law
11. References Form
12. Public Entity Crimes Statement
13. Firm Information
14. Sub-Consultant/Contractor Listing
15. Completed W9
16. Label
17. Addendums
18. Financial Statement (**Separate Sealed Envelope**)

**PROPOSER CHECK LIST**

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

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

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

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

- The **mailing envelope must be sealed and marked** with Qualification Number “**RFQ 19-GS-018**”, Qualification Title “**Construction Manager at Risk (CMAR) Services - City Projects**” and **July 8, 2019 “@ 2:00 pm”**.
- The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

**CONFLICT OF INTEREST AFFIDAVIT**

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me to be thefor the Firm, OR who produced the following identification: \_\_\_\_\_.

STAMP OR SEAL:

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

## **VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

Respondent Vendor Name: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

Authorized Representative's Name and Title \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

Certified By: \_\_\_\_\_,

Authorized Signature (Print Name and Title) \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature Bidder/proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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 it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.



**PROPOSER'S QUALIFICATION FORM**

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OTHER INFORMATION ABOUT PROJECTS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you, at any time, failed to complete a contract?  Yes  No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes  No

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

\_\_\_\_\_

\_\_\_\_\_

**CONTRACT VALUES:**

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

Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Contract Value for work done on all PAST projects**

**REFERENCES:**

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

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

Other References: (Use additional sheets if necessary)

**TYPE OF FIRM:**

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

**DECLARATION STATEMENT**

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

**RE: RFQ NO. 19-GS-018 “Construction Manager at Risk (CMAR) Services - Citywide Projects”**

Dear Mayor and Council Members:

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

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

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ # 19-GS-018**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_ day of \_\_\_\_\_, 2019 in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

- 
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 1. Worker's Compensation   | Statutory Limits of Florida<br>Statutes, Chapter 440 and all<br>Federal Government Statutory Limits and<br>Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability<br>(Occurrence Form) patterned<br>after the current I.S.O form<br>with no limiting endorsements.   | <u>Bodily Injury &amp; Property Damage</u><br><br><b><u>\$2,000,000</u></b> single limit per<br>occurrence               |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |  |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.  |  |
| <input checked="" type="checkbox"/> 4. Automobile Liability  | <b><u>\$ 500,000</u></b> Each Occurrence<br>Owned/Non-owned/Hired<br>Automobile Included                                 |
| <input type="checkbox"/> 5. Other Insurance as indicated below:<br>Errors and Omissions or Professional<br>Malpractice Coverage  | \$ 1,000,000 Per Occurrence  |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.  |  |
| <input checked="" type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.   |  |
| <input checked="" type="checkbox"/> 8. The City of Mount Dora must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required.   |  |

**INSURANCE REQUIREMENTS**  
(Continued)

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

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

City of Mount Dora  
Mount Dora, Florida

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

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

11. The Certificate must state the **RFQ #19-GS-018** and **“Construction Manager at Risk (CMAR) Services -Citywide Projects”**

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

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

\_\_\_\_\_  
Signature of Proposer’s Agent

**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

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

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

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

- YES
- NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
Email

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me to be the/or the Firm, OR who produced the following identification: \_\_\_\_\_.

STAMP OR SEAL:

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

**ACKNOWLEDGEMENTS**

**RFQ # 19-GS-018 – Construction Manager at Risk (CMAR) Services - Citywide Projects**

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

\_\_\_\_\_ (Professional Contractor) agrees to provide **CONSTRUCTION SERVICES** as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

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

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

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

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

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

The **RFQ** Document becomes part of the entire agreement between City and Qualifier/Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

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

Qualifier/Contractor shall guarantee **CONSTRUCTION SERVICES** within fourteen (14) calendar days from receipt of Purchase Order and/or Work Authorization/Notice to Proceed.

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

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

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

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



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

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

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

CORPORATION

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

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

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

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

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

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

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

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

CORPORATE SEAL

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

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



# CITY OF MOUNT DORA

## COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

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

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

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

Project Number: **RFQ #19-GS-018**

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

## REFERENCE FORM

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

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

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

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

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

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

\_\_\_\_\_

(Signature)

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

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

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

STAMP OR SEAL:

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

**FIRM INFORMATION**

Firm is a:

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

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

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

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

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

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

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

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

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

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

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



# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	

**Or**

Employer identification number
--------------------------------

## Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



Cut and use this label for Qualification Package

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

**RFQ# 19-GS-018**

CONSTRUCTION MANAGER AT RISK (CMAR)  
SERVICES-CITYWIDE PROJECTS.

OPENING DATE/TIME: **July 8, 2019**  
**by 2:00 pm**