



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)**

On Call Continuing Contract  
Engineering Services  
Waste-to-Energy Monitoring

<b>RSQ Number:</b>	09-0034	<b>Opening Date</b>	June 3, 2009
<b>Issue Date:</b>	May 11, 2009	<b>Opening Date/Time:</b>	3:00 p.m.
<b>Pre-Conference</b>	None	<b>Contracting Officer</b>	Freddy Suarez, CPPB

**NON-RESPONSE REPLY**

If you do not want to respond to this RSQ at this time or would like to be removed from the Bidder's List, please mark the appropriate space and return this sheet only.

- Not interested at this time; please keep our firm on your List for future requests for this service.  
 Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

**THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD**

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
		FAX:
CITY:	STATE:	ZIP:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:	
E-MAIL:		WEB URL:
AUTHORIZED SIGNATURE:		PRINTED NAME:

## **Request for Statements of Qualifications (RSQ)**

**Purpose:** The Lake County Board of County Commissioners is soliciting statements of qualifications and letters of interest from firms qualified to provide engineering services for waste-to-energy monitoring

### **SECTION 1.0 – SCOPE OF WORK**

#### **1.1 Definitions**

- A. The term “Request for Statements of Qualifications (RSQ)” means a formal solicitation inviting statements of qualifications.
- B. The term “response” means the information submitted by the respondent in response to this RSQ.
- C. The term “respondent” means the person, firm, or corporation who submits a response.
- D. The term “County” means Lake County, Florida.
- E. The term “Board of County Commissioners” or “BCC” means the governing Board of Lake County, Florida.
- F. The term “CONSULTANT” means a respondent awarded a contract from this solicitation.
- G. The terms “you” and “your” means the same as the term “respondent” above.
- H. The term "CONTRACTOR" refers to Covanta Lake II, Inc.

#### **1.2 Procurement Rules**

- A. **IMPORTANT NOTICE TO POTENTIAL RESPONDENTS:** Receipt of this document does not indicate that the Office of Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the opening and will be based on our evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document.
- B. The County has established for purposes of this RSQ that the words “shall”, “must”, or “will” are equivalent in this RSQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this RSQ’s mandatory conditions requirements.
- C. The words “should” or “may” are equivalent in this RSQ and indicate very desirable conditions, or requirements, but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a qualifications package, but may result in being considered as not in the best interest of the County.

- D. To be considered for an award, the Respondent must agree to abide by each mandatory requirement included in this RSQ.

### **1.3 Scope of Work:**

Provide professional engineering services, as required in Florida Statute 287.055, for waste to energy monitoring including but not limited to the following tasks:

#### **Task 100 – OPERATIONS MONITORING**

The CONSULTANT shall provide an assessment of the operational efficiency and maintenance of the Facility as well as compliance with the Service Agreement. The CONSULTANT shall, to the best of its ability, combine site visits, meetings and outage inspections to keep trips to a minimum. The budget for this task assumes that all project meetings, Facility inspections, outage inspections and monitoring shall be accomplished by the CONSULTANT during no more than two visits, eight hours each, 2 persons, eight times per year (2 visits per quarter). To the extent that additional visits are required by the COUNTY, the CONSULTANT shall prepare a Work Authorization stating the purpose for the additional visit including the Work Scope and budget for COUNTY consideration. The Work Authorization for additional site visits, if approved by the COUNTY, will be considered an additional service and shall be billed and reimbursed under Task 400, General Engineering. Based upon the CONSULTANT'S eight visits per year, the CONSULTANT shall assess the Facility's ability to dispose of solid waste and to convert solid waste into electricity for sale. All reports required throughout this scope of services shall be made available in electronic format in addition to any hard copy required by these tasks. The CONSULTANT shall assess the effectiveness of achieving these goals through the following tasks:

#### **Task 105 – On-Site Inspections**

The CONSULTANT shall conduct up to two on-site inspections per quarter and arrange these visits in advance with the COUNTY and Covanta Lake, Inc. (the "CONTRACTOR"). During the site visits, the CONSULTANT shall observe operating practices and equipment condition and shall compare such with the current industry standards and to the requirements of the COUNTY'S Service Agreement with the CONTRACTOR. Data logs, plant performance data and maintenance records shall be reviewed to identify any unusual or abnormally heavy activity that may indicate an impending problem. The CONSULTANT shall report in writing on the results of each on-site inspection within 30 days of each inspection to include a rolling "punch list" of maintenance items to be addressed, fixed or reviewed.

#### **Task 110 – Solid Waste Deliveries and Processing Efficiency**

The COUNTY will authorize the CONTRACTOR to provide the CONSULTANT with all the data related to solid waste deliveries and processing so that the CONSULTANT can analyze solid waste deliveries and Facility throughput. The comparison of solid waste deliveries with actual throughput will yield a determination of Facility processing efficiency relative to variations in the quantities of solid waste delivered. The CONSULTANT shall report in writing to the COUNTY quarterly on facility efficiency relative to variations in the quantities of solid waste delivered and relative to permits and applicable agreements.

#### **Task 115 – Energy Production Efficiency**

The CONSULTANT shall assess energy production efficiency at the facility in terms of operating practice

and energy production. The CONSULTANT shall report to the COUNTY as to the overall efficiency of the Facility in terms of energy production and energy revenues in writing on a quarterly basis. The CONSULTANT shall recommend to the COUNTY possible operating and maintenance procedures to be suggested to the CONTRACTOR to improve energy production. The CONSULTANT will review the benefits of modifying throughput based on variations of load to maximize efficiency in electric revenues. If the CONSULTANT should identify the potential for COUNTY savings or increased electric revenues, based on the CONSULTANT'S review and analysis of energy production efficiency, the CONSULTANT shall notify the COUNTY. The CONSULTANT shall include in the quarterly memoranda and annual report a section on their energy efficiency assessment. If the COUNTY desires the CONSULTANT to perform additional studies and analyses on the matter, the CONSULTANT shall prepare the appropriate Work Authorization for COUNTY consideration. The Work Authorization for additional energy production efficiency analyses will be considered and additional service and shall be billed and reimbursed under Task 300, General Engineering.

#### **Task 120 – Review Continuous Emissions Monitoring**

The CONSULTANT shall assess continuous emissions monitoring data provided by the CONTRACTOR on a quarterly basis and incorporate its findings into the CONSULTANT'S quarterly summary memoranda and annual reports. The CONSULTANT shall evaluate emissions levels in terms of permit and contract compliance.

#### **Task 125 – Prepare for and Attend Coordination Meetings**

The CONSULTANT shall prepare for and attend monthly coordination meetings, if any, with County personnel and the CONTRACTOR. The purpose of the monthly coordination meeting is for both the CONTRACTOR and CONSULTANT to report on Facility operations and to coordinate the efforts of the COUNTY, CONTRACTOR and CONSULTANT to improve the overall condition and operating efficiency of the Facility.

#### **Task 130 – Conduct Outage Inspections**

During scheduled and unscheduled outages of major equipment such as boilers, turbine generator, condensers, cooling tower system, ash recovery system, etc., the CONSULTANT shall conduct inspections of the Facility. It is assumed that each boiler will undergo two scheduled outages per year and the turbine/generator one outage per year, for a maximum of five on-site Facility outage inspections per year. The CONSULTANT shall document each outage inspection with a log to be incorporated into the annual report.

#### **Task 135 – Complete Outage Reports**

After receipt of scheduled and unscheduled outage reports prepared by the CONTRACTOR, the CONSULTANT shall review the CONTRACTOR'S report and prepare a written comment on the outage and include such comments in the quarterly memorandum.

#### **Task 140 – Stack Testing Monitoring**

The CONSULTANT shall observe the performance of annual stack testing as performed by the stack testing CONTRACTOR. This will involve the observation of daily stack test activities, preparation of daily observation memos and a review of the final stack test report and results. The purpose of this task is to insure that the applicable testing methods are performed properly; to document any issues that may affect the

validity of stack test results; and to document the reasons and acceptability of the CONTRACTOR'S overtime, additional testing, etc. that may affect the cost of the testing and COUNTY'S obligation to pay the CONTRACTOR. The CONSULTANT shall report in writing the results of their observations within 30 days of receipt of the Report of the Annual Compliance Test and include comments in the quarterly memorandum and the Annual report. The CONSULTANT shall coordinate their site visits to coincide with stack testing monitoring.

#### **Task 145 – Data Collection, Maintenance & Review**

The CONSULTANT shall collect data for use in analyses by the CONSULTANT and/or the COUNTY. Data collection will include not only performance data but also financial data from monthly invoices. It will be the CONSULTANT's responsibility to confer, consult and coordinate with the COUNTY trend analysis of this data comparing not only year-to-year trends, but also data, analysis and trends with other facilities.

CONSULTANT shall calculate, review and/or verify any and all operational and financial penalty, true up and monitor calculations contained in the COUNTY's agreement with the CONTRACTOR.

CONSULTANT shall make such information and review(s) in electronic form available to the COUNTY upon request.

#### **Task 150 – Quarterly Performance Memoranda**

The CONSULTANT shall prepare a quarterly memorandum, for each of the 1<sup>st</sup> three quarters of the fiscal year. This memorandum shall include commentary on all the information required by tasks 105 through 145. The memorandum shall indicate the CONTRACTOR's ability to operate satisfactorily with respect to the technical and engineering terms and conditions of the Service Agreement through the current quarter and through the term of the Service Agreement.

#### **Task 155 – Annual Performance Report**

The CONSULTANT shall compile all data by the COUNTY and CONTRACTOR and the CONSULTANT'S outage reports, on-site inspections, monitoring as well as data analysis into an annual performance report. If Facility operation is considered satisfactory with respect to the technical and engineering terms and conditions of the Service Agreement, then the report shall make a statement to that effect, or otherwise comment on the deviation from standard operational procedures, if any, or otherwise indicate actual levels of performance through summary tables. A summary of plant operations, maintenance and performance with respect to established guidelines will be included as part of the report. The CONSULTANT shall comment on the CONTRACTOR'S ability to provide and perform services for the duration of the contract. All written reports and memoranda prepared during the year shall be included as appendices to the annual report. The report will be submitted in draft to the COUNTY and other appropriate representatives for comment. Once all comments are received, fifteen copies of the Annual Report shall be submitted to the COUNTY.

In addition, the CONSULTANT shall develop a Facility punch list report for the COUNTY and CONSULTANT to use in monitoring the overall condition of the Facility. (Reference Task 105). Copies of the punch list report shall be made available to the COUNTY and other COUNTY representatives as the COUNTY deems appropriate. The Facility punch list report will be used by the COUNTY and the CONSULTANT to provide detailed documentation as to the overall physical condition of the Facility and to make sure the CONTRACTOR is maintaining the Facility in accordance with the terms of its agreement with the COUNTY.

In the event the COUNTY requires the CONSULTANT to develop a formal report other than the normal reporting documents under this task, the CONSULTANT shall provide the report under Task 400 “General Engineering” through a separate Work Authorization.

### **Task 160 – Regulatory Review/Issues**

The CONSULTANT shall monitor, review and analyze and inform the COUNTY of pending local, state or federal regulations that could have a potential material effect on Facility operations.

### **Task 165 – Renewable Energy**

The consultant shall assist the County in securing its share of renewable energy credits including REC’s and any green house gas credits available. Assistance may take the form of preparing, reviewing or editing letters/documents supporting waste-to-energy as a renewable energy source in federal and state legislation as well as assisting in support analysis for obtaining renewable energy revenues.

### **TASK 200 – CHANGE ORDERS/CLAIMS AND ARBITRATION**

The scope and level of effort to complete this task cannot be determined at this time.

The CONSULTANT will notify the COUNTY of any proposed CONTRACTOR changes or alterations. The CONSULTANT will provide engineering and cost analyses related to Facility changes that are necessary to meet permit requirements and changes-in-law. The CONSULTANT may also represent the COUNTY on technical issues that arise during any disputes over changes in the Facility that may be encountered. The CONSULTANT would review any CONTRACTOR drawings, details, reports and specifications provided to the COUNTY. The CONSULTANT would review each proposed modification of the specifications with the COUNTY prior to the CONTRACTOR implementing Facility modifications. This may include an analysis of the CONTRACTOR’S cost estimate and its effect on the performance and/or operating costs of the Facility. The CONSULTANT would review and analyze all data and information and would participate in the negotiation sessions with the CONTRACTOR for dispute resolution. The CONSULTANT would provide construction monitoring activities related to any of the necessary modifications implemented by the CONTRACTOR to the Facility.

The CONSULTANT, if requested by the COUNTY to perform these tasks, will develop a detailed work scope and budget for the COUNTY’S review and approval. COUNTY approval under this task will require an approved Work Authorization.

### **TASK 300 – SERVICE AGREEMENT RE-NEGOTIATION**

The CONSULTANT shall also act as the COUNTY technical representative in renegotiations of the CONTRACTOR’S service agreement with the COUNTY. The current contract expires on June 30, 2014.

The CONSULTANT, if requested by the COUNTY to perform this task, shall develop a detailed work scope and budget for the COUNTY’S review and approval. COUNTY approval under this task will require an approved Work Authorization.

## **TASK 400 – GENERAL ENGINEERING**

The Scope of Service and level of effort necessary to complete the General Engineering tasks have not been determined at this time. All General Engineering tasks require an approved Work Authorization.

General Engineering tasks are professional services for waste-to-energy and solid waste related projects in which construction costs do not exceed \$1 million or for study activity when the fee for such professional service does not exceed \$50,000.

### **Task 405 – Ash related Issues**

This task includes an evaluation and analysis necessary to complete a feasibility report, cost-benefit analysis and/or implementation plan/monitoring plan related to ash, ash reuse or ash disposal

### **Task 410 – Utility Related Issues**

This task includes an evaluation and analysis necessary to complete a feasibility report, cost-benefit analysis and/or implementation plan/monitoring plan related to utility issues including water, wastewater, electric, and natural gas.

### **Task 415 – Regulatory Review/Issues**

This task includes an evaluation and analysis necessary to complete a feasibility report, cost-benefit analysis and/or implementation plan/monitoring plan of pending changes in local, state or federal regulations.

## **1.4 Evaluation and Selection Process**

- A. Florida Statutes Section 287.055 “The Consultants’ Competitive Negotiation Act” will be followed to secure the required firm. The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this RSQ, the County may utilize site visits or may request additional material, information, presentations or references from the Respondent(s) submitting qualifications packages.

## **1.5 Key Contractor Personnel**

In submitting a qualifications package, the Respondent is representing that each person listed or referenced in the qualifications package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

## **1.6 Negotiation**

The County reserves the right to negotiate any and all elements of this response.

## **1.7 Award Of Response**

The County reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the County.

## **1.8 Time Limit To Submit Required Deliverables**

Within ten (10) calendar days after County notification to enter into contract, any successful respondent must furnish all deliverables required after award but prior to contracting. If any successful respondent fails to furnish the required deliverables within the required time frame, award to that respondent may be withdrawn and award made to the next highest rated respondent.

## **1.9 Prohibition Against Contingent Fees**

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

“I, as an authorized agent of *[type firm name]* warrant that *[type firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for *[type firm name]* to solicit or secure this agreement and that *[type firm name]* has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for *[type firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

## **1.10 Truth In Negotiation Certificate**

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

## **1.11 Collusive Responses**

The respondent certifies, by submission of a response, that their response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

## **1.12 Conflict Of Interest**

- A. If any officer, director, or agent of your organization is also an employee of the Lake County Board of County Commissioners, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the

name(s) of any County employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.

- B. If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

## **SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS**

### **2.1 Request For Qualifications package Closing Date**

The original qualifications package along with the appropriate number of copies shall be sealed and delivered per instructions no later than date and time listed below. Any qualifications package received after this time will not be considered and will be returned unopened to the submitter at the submitter's expense.

### **2.2 Delivery of Qualifications Packages**

- A. Unless the Qualifications Package is delivered in person by a person from the responding organization, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked with RSQ number and title.
- C. If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:  
LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA 32778
- D. If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:  
LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800
- E. If you submit your Qualifications Package by a **THIRD PARTY CARRIER** such as **Fed-X, UPS, DHL, or a private courier**, please address it to:  
LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
418 W. ALFRED STREET  
TAVARES, FL 32778
- F. To be considered a Qualifications Package must be received and accepted in the Procurement Services Office prior to the official Closing date and time.
- G. Allow sufficient time for transportation and inspection.
- H. A Qualifications Package will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- I. Facsimile (fax) or electronic submissions will not be accepted.

### **2.3 Public Opening**

- A. At the date and time specified, all qualifications packages that have been timely accepted by the County will be formally opened and accepted for consideration. The names of the firms submitting qualifications packages will be read aloud and recorded.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the Office of Procurement Services in Tavares 352.343.9839 at least five (5) days prior to the date.

### **2.4 Questions Concerning RSQ**

- A. Questions concerning any portion of this RSQ shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RSQ. Questions should be submitted at least seven (7) days before the closing date.
- B. Submit questions to:
  - Susan Dugan, Senior Contracting Officer
  - Lake County BCC
  - Office of Procurement Services
  - 315 W. Main Street, Room 416
  - PO BOX 7800
  - Tavares, FL 32778-7800
  - Phone: 352.343.9839, Fax: 352.343.9473,
  - E-mail: [sdugan@lakecountyfl.gov](mailto:sdugan@lakecountyfl.gov)
- C. Failure by a potential Respondent to ask questions or request changes by the dates indicated above shall constitute the Respondent's acceptance of the requirements set forth in this RSQ.
- D. No answers given in response to questions submitted shall be binding upon this RSQ unless released in writing as an addendum to the RSQ by the Office of Procurement Services.

### **2.5 Respondents Responsibility / Clarification and Addenda**

- A. While the County has used considerable efforts to ensure an accurate representation of information in this RSQ, each prospective Respondent is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RSQ.
- B. It is incumbent upon each prospective Respondent to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax 352.343.9473 or e-mail are acceptable] in accordance with procedures set forth herein. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- C. If the County revises (amends) this RSQ, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site:

- D. You must acknowledge each addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RSQ before submitting your proposal.
- E. A Respondent, by submitting a qualifications package, represents that the Respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.
- F. Before submitting a qualifications package, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Respondent will rely. If the Respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

## **2.6 Restricted Discussions**

- A. From the date of issuance of the RSQ until final County action, the Respondent shall not discuss the RSQ or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact identified above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's qualifications package.
- B. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any County employee. Only those communications that are in writing from the authorized County point of contact identified above shall be considered pertinent to this RSQ. Only communications from the Respondent that are signed and in writing will be recognized by the County as duly authorized expressions on behalf of the Respondent.

## **2.7 Conflict of Interest Disclosure**

Each Respondent shall complete and have notarized the attached disclosure form (Form A-1) of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

## **2.8 Public Entity Crimes**

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

- B. By submitting a qualifications package in response to this RSQ, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a qualifications package to the County.

## **2.9 Qualifications Package**

- A. See Section 4: Submittal Requirements for additional requirements.
- B. The qualifications package forms shall be signed by an official authorized to legally bind the Respondent to its provisions.
- C. Terms and conditions differing from those in this RSQ shall be cause for disqualification of the qualifications package.
- D. If you elect to submit more than one qualifications package, then each qualifications package shall be submitted as set forth in Section 4, Submittal Requirements.

## **2.10 Withdrawal of Qualifications Package**

You may withdraw your qualifications package or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

## **2.11 Presentations / Post-closing Discussions**

- A. The County, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the County. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- B. The County reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of contract award
- C. Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

## **2.12 Minor Irregularities**

The County reserves the right to waive minor irregularities in submitted qualifications packages, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

### **2.13 Qualifications Package Acceptance / Rejection**

The County reserves the right to accept or reject any or all qualifications packages received as a result of this RSQ, or to negotiate separately with competing consultants. The County reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.

### **2.14 Incurred Expenses**

This RSQ does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any Respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, you, the Respondent, agree that all costs associated with the preparation of your qualifications package will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

### **2.15 Award**

- A. It is understood that the County is not obligated to make an award under or as a result of this RSQ or to award such contract, if any, on the basis of lowest cost or one factor alone. The County reserves the right to award such contract, if any, to the best qualified Respondent(s).
- B. The County has the sole discretion and reserves the right to cancel this RSQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.
- D. In the event of default by the awarded Respondent, the County reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

### **2.16 Disputes/Exceptions**

- A. Any prospective Respondent who disputes the reasonableness or appropriateness of any item within this RSQ document, any addendum to this RSQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the qualifications package document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth above and shall be addressed to the County, who shall review the written dispute and render a decision which shall be considered final.
- B. Any prospective Respondent who may have any exceptions to any requirements set forth in this RSQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package.

All such exceptions shall be evaluated by the County or his designee.

## **2.17 Minimum Qualification Requirements**

The qualification requirements set forth as the Scope of Work (Section 1) are the minimum requirements for this RSQ. They are not intended to limit competition nor specify any particular Respondent.

## **2.18 No Confidentiality Of Information**

- A. When the qualifications package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of a qualifications package does not affect this right.
- B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Respondent labels all or most pages "trade secret", the Respondent may not be considered for award.
- C. Also pursuant to Section 119.071 (C), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

**SECTION 3.0 - INSURANCE REQUIREMENTS**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

## **SECTION 4.0 – SUBMITTAL REQUIREMENTS**

**4.1** Firms, organizations, joint ventures, or individuals (hereafter “respondents”) interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and five (5) copies, each marked "COPY," of their qualifications package for review and evaluation by the County. Failure to provide the required copies and information may result in the qualifications package not being considered.

### **4.2 Economy of Presentation**

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this RSQ. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondent follow the format and instructions contained herein. The County is **not** liable or responsible for any costs incurred by any Respondent in responding to this RSQ including, without limitation, costs for presentations and/or demonstrations if requested.

### **4.3 Qualifications Package Guidelines**

- A. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent’s qualifications package deviates from these instructions, such qualifications package may, in the County’s sole discretion, be rejected.
- B. The County **EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT**
- C. **Cross Referencing** - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
- D. **Glossary of Abbreviations and Acronyms** - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.
- E. **Page Size and Format** - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
- F. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be

uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

G. Binding and Labeling - All Sections of the qualifications package should be spiral bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

H. Electronic submission of qualifications packages is not permitted for this solicitation.

#### **4.4 Qualifications Package Sections**

The Respondent shall organize its qualifications package into the following major sections.

##### **COUNTY'S RSQ COVER SHEET**

**TAB A – STATEMENT OF INTEREST:** To be submitted on the firm's letterhead.

The statement of interest shall:

- Concisely state the firm's understanding of the services required by the County.
- Include additional relevant information not requested elsewhere in the RSQ.
- The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab A shall also contain a properly completed, signed, and notarized Form A-1 Conflict of Interest Disclosure Form.

**TAB B – FIRM PROFILE:** Complete Form 1. Attach a copy of the Firm's current State of Florida Board of Professional Regulation License.

**TAB C – TEAM COMPOSITION AND SUBCONSULTANTS:** Complete Form 2. List the key people proposed for the County's project along with any proposed sub consultants. Attach a copy of each person's current State of Florida Board of Professional Regulation License. Additional resumes and/or information about the individuals proposed on this team may be attached.

**TAB D – LOCATION AND PERCENTAGE OF WORK TO BE COMPLETED:** Complete Form 3.

**TAB E – SIMILAR PROJECTS:** Complete Form 4. This form may be reproduced.

**TAB F – VOLUME OF WORK:** Complete Form 5.

**TAB G – ADDITIONAL INFORMATION:** Complete Form 6.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the (*title*) \_\_\_\_\_ and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;  
And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

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

Printed Name: \_\_\_\_\_

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

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

Sworn to and described before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My Commission expires \_\_\_\_\_

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

FORM 1  
FIRM PROFILE

<p>1. Firm (or joint venture) Name &amp; Address</p>	<p>1c. Licensed to do business in the State of Florida _____ Yes _____ No</p>
<p>1a. Firm is ___ National ___ Regional ___ Local FEIN # _____</p>	<p>1d. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Firm is a Certified Minority Business Enterprise ___ Yes ___ No</p>	<p>1e. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.</p>	
<p>3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:</p>	
<p>3a. Has this joint venture previously worked together? ___ Yes ___ No</p>	

**Form 2**

**TEAM COMPOSITION**

Name of Prime Firm: \_\_\_\_\_

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

**Sub Consultants:**

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Company Name & Address of Office Handling this Project	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? \_\_\_\_\_ yes \_\_\_\_\_ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

\_\_\_\_\_ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within Lake County including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

\_\_\_\_\_ %

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects.

<u>4. Project Name &amp; Location</u>		<u>Project Owners Name &amp; Address</u>
<u>Project Manager:</u>		
<u>Completion Date (Actual or Estimated)</u>		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>
Entire Project  \$	Work for which firm was/is responsible  \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>		

FORM 5

Prime Consultant's volume of work performed for the Lake County Board of County Commissions  
As a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for the County's project.

The foregoing is a statement of facts.

Signature \_\_\_\_\_ Telephone Number \_\_\_\_\_

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