REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)
On Call Building & Site Construction Inspection and Construction Materials Testing Services

RSQ Number	**16-0605**	**Senior Contracting Officer**	Donna Villinis, CPPB
Proposal Due Date	**September 16, 2015**	**Pre-Proposal Conference**	Not Applicable
Proposal Time	**3:00 p.m.**	**RSQ Issue Date**	August 21, 2015

The County, in fulfillment of its interest and desire to realize maximum competition throughout its procurement program, invites and encourages your participation in this competitive purchasing action. If, after review of all requirements you decide not to participate in this solicitation at this time, or would prefer not to receive further notices of solicitations for services of this type, please mark the appropriate space immediately below 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:	

Electronic Payment: Please certify whether the bidder will accept payment processed through the County's VISA-based electronic payment system: ☐ Yes ☐ No (Check one)

SECTION 1.0 – SCOPE OF WORK AND SPECIFIC CONTRACT REQUIREMENTS

1.1 Purpose

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, Lake County is soliciting statements of qualifications and letters of interest from firms qualified to provide structural oversight of the construction and/or remodeling of various government buildings and related improvements, including construction engineering inspection (CEI) and construction materials testing services.

The contract(s) resulting from this solicitation will be for on-call services on an as-required basis. In this regard, the County reserves the right to make multiple awards if deemed appropriate considering anticipated workload or other factors. Use of a continuing contract, and selection of contract vendors for task assignments under a multiple award continuing contract, shall be in consonance with Florida Statute 287.055, for individual projects not exceeding $2,000,000.00 in construction costs or $200,000 for study activities.

Respondents are advised that any award under this solicitation will be by separate bilateral contract.

1.2 Scope of Work

Lake County, whose government seat is located in downtown Tavares, Florida, is seeking an On-Call Building & Site Construction Inspection & Materials Testing Consultant for the structural oversight of the construction and/or remodel of various government buildings and related improvements which individually involve up to $2,000,000 in construction cost per project. The successful candidate must be capable of providing various types of structural construction testing and inspection related services.

The consultant shall be capable of performing a variety of construction materials testing and inspection services on piles, site work, asphalt paving, concrete, reinforcing, formwork, precast systems, wall and window systems, steel framing, decking, masonry, roofing, and other structural and site construction systems.

Examples of these inspection/testing services to be provided may include but not be limited to:

Inspection Services
Concrete mix design reviews
Concrete reinforcement placement inspection
Concrete reinforcement welding inspection
Batch plant inspection
Concrete placement inspection
Steel fabrication inspection at plant
Steel erection inspection
Welding inspection
Roofing and waterproofing inspection
Decking
Stair railing systems

Testing Services
Welding Certification Procedure
Bolting Inspection
Shear stud inspections
Anchor tension testing
Fireproofing density testing
Concrete reinforcement testing
Concrete Compressive Strength Testing
Slump Testing

Curing Testing
Aggregate Testing
Density Testing
Pull test epoxied rebar
Asphalt extraction test
Moisture Content
Particle Size Analysis
Atterberg limits
Triaxial Shear Strength Tests
Flatness Testing
Nuclear Gauge testing

All sampling and testing provided under the scope of this contract shall follow the procedures established by American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) and all applicable state and federal regulations.

When a project is deemed ready for construction, the consultant shall review all specifications, drawings, and other relevant information to determine the scope of testing services for each project. Copies of drawings and specifications shall be at the consultant's expense. All scopes of work shall be negotiated on a project by project basis, however, materials testing services shall be based upon the negotiated per test rate.

Construction and material testing services shall be provided in the sequence required by the project and shall be rendered in accordance with the project schedule and direction as provided by the Contractor. The Consultant shall coordinate directly with the Contractor, and modify scheduling as needed and as directed by the Contractor.

All test results and reports shall be provided to the County and the Architect and/or Engineer of Record, with copies sent directly to the contractor. Deficiencies or deviations from design values should be identified in all reports. All field and laboratory test data reports shall be mailed or delivered, at the expense of the testing Contractor, with the postmark or delivery date not exceeding seven (7) business days from the day testing is completed.

The consultant shall immediately notify the Contractor of any part or portion of the work not constructed in accordance with the contract documents and/or any noted building code. Deviations, which are not immediately corrected and brought into conformance, shall be reported to the Contractor in writing and copies thereof immediately submitted to the County, Architect and/or Engineer of Record.

1.3 Qualifying Standards

Pursuant to Chapters 471, 472, and/or 481, Florida Statutes, as applicable to this solicitation, firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statute(s).

Responding vendors must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award under this solicitation. Respondents are advised their location, and their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA.

1.4 Term of Contract

Work under any effort relating to the continuing contract(s) resulting from this solicitation may be ordered commencing with the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated by the County. Actual start of performance is contingent upon the completion and submittal of all required award-related documents. The initial contract term for continuing contract effort(s) shall be one (1) year, and then the contract will remain in effect until completion of any expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the total contract term unless otherwise indicated elsewhere in this document. The contract term may be extended as necessary to allow for completion of effort ordered during the original contract term or any annual term extension as

discussed in 1.5 below. The County also specifically retains the right to re-initiate the contract after its expiration under the original, or any optional extension, term if additional work directly related to any projects performed under the "continuing contract" portion of the overall contract is required after such expiration occurs.

1.5 Option to Renew

Prior to, or upon completion, of the initial term of this contract for continuing contract effort(s), the County shall have the option to renew this contract for four (4) additional one (1) year periods. The vendor shall maintain, for the entirety of the stated additional period(s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

1.6 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.

1.7 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 ***[firm name]*** warrant that ***[firm name]*** has not employed or retained any company or person, other than a bona fide employee working solely for ***[firm name]*** to solicit or secure this agreement and that [**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 ***[firm name]*** any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

1.8 Truth In Negotiation Certificate

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), 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.

1.9 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

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 thirty (30) 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.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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 2.0 – GENERAL TERMS AND CONDITIONS

2.1 Definitions

"Board of County Commissioners" or "BCC" means the governing Board of Lake County, Florida.
"Consultant" means a respondent awarded a contract from this solicitation.
"County" means Lake County, Florida.
"Request for Statements of Qualifications (RSQ)" means a formal solicitation inviting statements of qualifications.
"Respondent" means the person, firm, or corporation who submits a response.
"Response" means the information submitted by the respondent in response to this RSQ.
"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.
"Should" or "may" are equivalent in this RSQ and are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package, but may be a factor considered in the overall evaluation process.
"You" and "your" mean the same as the term "respondent" above.

2.2 General Qualification Guidance

Receipt of this document does not indicate that the Procurement Services Office has pre-determined your company's qualifications to receive a contract award. Such determination will be based on evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document.

Section 287.055, Florida Statutes, "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) that submitted qualifications packages.

2.3 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, the respondent agrees that all costs associated with the preparation of the qualifications package will be solely the respondent's responsibility. The respondent also agrees 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.

2.4 Minor Irregularities

The County reserves the right to waive minor irregularities in submitted qualifications packages when 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.

2.5 Collusive Responses

The respondent certifies, by submission of a response, that its 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.

2.6 Conflict Of Interest

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 1) and include it in your qualifications package.

If there is a conflict of interest as defined above and by Chapter 112, Part III, Florida Statutes, and Code of Ethics for Public Officers and Employees, the issue will be addressed to the County Attorney Office for review and opinion whether or not the respondent can be considered for award.

2.7 Public Entity Crimes

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. By submitting a qualifications package in response to this RSQ, the respondent is certifying that it is eligible for award under this solicitation pursuant to Section 287.132 and 287.133, Florida Statutes.

2.8 No Confidentiality of Information

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.

The County is governed by the Public Records 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 <u>not</u> be considered for award.

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.

2.9 Public Records

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

SECTION 3.0 – SUBMITTAL OF RESPONSE AND AWARD

3.1 Response Location, Date, and Time

The vendor response to this solicitation, along with the specified number of copies, shall be received at the specified location, date, and time specified on the front page of this solicitation. Any original response package received at the specified location after the specified date and time will not be considered and will be returned unopened to the submitter at the submitter's expense.

3.2 Delivery of Qualifications Packages

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-Ex, 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 Office of Procurement Services. Each package shall be clearly marked with RSQ number, title, and company name. To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

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 441
TAVARES, FLORIDA 32778

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

If you submit your Qualifications Package by a **THIRD PARTY CARRIER such as Fed-Ex, UPS, DHL, or a private courier**, please addresses it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

NOTE: Submission via facsimile (fax) or email or other electronic media will not be accepted.

3.3 Public Opening of Responses on Specified Due Date

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

3.4 Questions Concerning This Solicitation:

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. To ensure reply, questions should be submitted at least seven (7) days before the response due date date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352.343.9839, Fax: 352.343.9473,
E-mail: dvillinis@lakecountyfl.gov

Failure by a potential respondent to ask questions or request changes by the date indicated above shall constitute the respondent's acceptance of the requirements set forth in this RSQ. No answers provided by any party 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.

3.5 Respondents Responsibility / Clarification and Addenda

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. It is incumbent upon each prospective respondent to carefully examine these requirements, terms, and conditions. 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. 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 communication given by any employee, agent, or representative of the County. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If the County revises (amends) this RSQ, notice will be posted on the Lake County Internet site:
http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx

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.

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, 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.

3.6 Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

3.7 Specific Directions Regarding Format and Contents of Response

Firms, organizations, joint ventures, or individuals interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," five (5) copies, each marked "COPY," and one CD or jump drive of the complete qualifications package for review and evaluation by the County. **The vendor shall submit their response within a sealed envelope or package clearly marked with the vendor's name and the solicitation number on the outside of the envelope or package.** Failure to provide the required copies and information may result in the qualifications package not being considered.

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 response may, in the County's sole discretion, be rejected. The County emphasizes that the respondent concentrate on accuracy, completeness, and clarity of content.

3.7.1 Economy of Presentation

Each qualifications package shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the conditions and requirements of the specific work to be performed pursuant to this RSQ. Elaborate bindings, colored displays, and any superfluous promotional material are not desired, and at a level considered unwarranted by assigned evaluators, may serve as evidence of cost inefficiency supportive of a lower technical rating. 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 retains the prerogative to reject any response that does not essentially conform to the stated requirements.

3.7.2 Qualifications Package Guidelines

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.

Abbreviations and Acronyms – All abbreviations and acronyms used in the qualifications package shall be explained and/or defined upon their first usage in each section of the qualifications package.

Page Limitation, Size, and Format – Responses are limited to a total page count not to exceed 50 pages. This count includes all response content to include completed County Forms 1 through 8 (included herein), but excluding tab sheets, covers, or any County-issued addenda pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages may be single-spaced. The text size should 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.

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.

Binding and Labeling – The entirety of the qualifications package should be spiral bound on the left margin to permit the qualifications package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples shall not be used.

3.7.3 Qualifications Package Sections

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

COUNTY'S RSQ COVER SHEET completed by vendor

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 bind the firm.

Tab A shall also contain the properly completed, signed, and notarized:

- Form 1, Conflict of Interest Disclosure Form
- Truth-in-Negotiation Statement (Form 2)

TAB B – FIRM PROFILE: Include completed Form 3 and a copy of the respondent's current State of Florida Board of Professional Regulation License.

TAB C – TEAM COMPOSITION AND SUBCONSULTANTS: Complete Form 4. List the key people proposed for the County's project along with any proposed sub consultants. Include 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 but will be included in the total page count. Respondents are advised their location, and that their listing of subcontractors, to include location and respective percentage of use, are a listed evaluation factor under CCNA, and that this information will be considered and documented throughout the evaluation and award process.

TAB D – LOCATION AND PERCENTAGE OF WORK TO BE COMPLETED: Complete Form 5.

TAB E – SIMILAR PROJECTS: Complete Form 6. This form may be reproduced.

TAB F – VOLUME OF WORK: Complete Form 7.

TAB G – ADDITIONAL INFORMATION: Complete Form 8.

3.8 Withdrawal of Qualifications Package

You may withdraw your qualifications package or modify it at any time prior to the official response due 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.

3.9 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 contractors. 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.

3.10 Discussions and/or Presentations After Initial Response

The County, at its sole discretion, may conduct discussions with, and/or require formal presentations by, any respondent 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 County shall be the sole judge of compliance in this regard. The County reserves the right to conduct discussions with any respondent(s) which has (has) been "short-listed" as a most-qualified respondent.

Respondents are cautioned not to assume that they will be asked for discussions or a presentation and should include all pertinent and required information in their original qualifications package.

Discussions and/or presentations shall follow the spirit and intent of provision 3.7.1 above. Any formal presentations that are overly elaborate and appear to rely more on the technical manner of presentation rather than on the actual content of presentation will be subject to lesser technical ranking. The discussion and/or presentation shall be focused on the essentials of the project itself, and, unless requested by the respondent and approved by the County, shall include no more than three representatives from the respondent, one of whom shall be the respondent's proposed project manager for the effort to be performed. Any additional attendees must have a documented direct function in the work to be performed.

Upon completion of discussions and/or presentations with short-listed respondents, the County will determine which one (or more in the case of a multiple award continuing contract) of those respondents is considered the best qualified for the specific work being solicited. Pricing negotiations will then ensue with the respondent(s) in the manner stated in Section 287.055, Florida Statutes.

3.11 Award of Contract(s)

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 within the selection factors and process cited within Section 287.055, Florida Statutes.

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).

The County has the sole discretion, and reserves the right, to cancel this RSQ, 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.

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.

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.

3.12 Time Limit To Submit Required Award or Initial Performance Related Documentation

Within ten (10) calendar days after County notification of intent to award, or subsequent intent to proceed, any successful respondent must furnish all deliverables or documentation required to specifically support the County intent. If any successful respondent fails to furnish the required deliverables within the required time frame, intent to

award or award to that respondent may be withdrawn and award made to the next highest rated respondent.

3.13 Disputes/Exceptions

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 County's issuance of the qualifications package document or addenda, or notice of award or rejection. The written dispute shall be sent via certified mail or delivered in person to the County's Procurement Manager, who shall administer the matter in the manner currently expressed in the County's formal protest procedure. However, respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to will be rejected unless there is clear evidence of arbitrary or capricious action in that regard.

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 personnel involved in the review and evaluation process. It is recommended that any such exception or deviation be addressed to the assigned contracting officer in writing during the solicitation period.

3.14 Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____
_____

FORM 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 before me this _____ day of _____2015.
,Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My Commission expires _____
(Type of Identification)

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

FORM 2

TRUTH-IN-NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Florida Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By: _____ _____
Authorized Signature Date

FORM 3

FIRM PROFILE

<table>
<tr><td rowspan="3">1. Firm (or joint venture) Name and Primary Corporate Address</td><td>1c. Licensed to do business in the State of Florida
_____ Yes _____ No

1c. Registered to do business in the State of Florida
_____ Yes _____ No</td></tr>
<tr><td>1d. Name, Title & Telephone Number of Principal to Contact</td></tr>
<tr><td>1a. Firm is ____ National ____ Regional ____ Local

FEIN # _____</td><td rowspan="2"></td></tr>
<tr><td>1b. Firm is a Certified Minority Business Enterprise
____ Yes ____ No</td></tr>
<tr><td colspan="2">2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.</td></tr>
<tr><td colspan="2">3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this joint venture previously worked together? ____ Yes ____ No</td></tr>
</table>

FORM 4

TEAM COMPOSITION

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:		

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)

Sub Consultants:

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 5

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 6

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 less than three (3) but no more than ten (10) projects.

<table>
<tr><td colspan="2">Project Name & Location

Project Manager:</td><td rowspan="2">Project Owners Name & Address</td></tr>
<tr><td colspan="2">Completion Date (Actual or Estimated)</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">Project Owner's Contact Person, Title, & Telephone Number</td></tr>
<tr><td>Entire Project

$</td><td>Work for which firm was/is responsible

$</td></tr>
<tr><td colspan="3">Scope of Entire Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Nature of Firm's Responsibility in Project (Please give quantitative indications wherever possible)</td></tr>
<tr><td colspan="3">Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</td></tr>
</table>

FORM 7

PRIOR WORK VOLUME

Prime Consultant's volume of work performed for the Lake County Board of County Commissioners 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 8

ADDITIONAL INFORMATION

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: _____Date: _____

Typed Name and Title: _____

EXHIBIT A

LABORATORY TESTING AND SAMPLING SCHEDULE

OPERATION	MATERIAL SPECIFICATION	TESTS	PROJECT REQUIREMENTS	TESTING FREQUENCY
Prime and Tack Coats	FDOT Standard Specifications (Latest Edition)		Certification	Every Transport
Type Superpave Asphaltic Concrete	FDOT Standard Specifications (Latest Edition)	Job Mix Formula	Certification	Each mix design or change of aggregates
		RICE (Gmm)		One per days production greater than 100 tons
		Extraction Gradation Analysis		One per each day of production greater than 100 tons
		Field Density (Gmb)	92% of Gmm	All travel lanes of roadway every 500 feet
		Asphalt	Certification	Every Transport
		Thickness		Core every 500 feet per lane
Pavement Smoothness	FDOT Standard Specifications (Latest Edition)	Rolling Straight Edge		Per Florida Method of Test FM 5-509
Concrete	FDOT Standard Specifications (Latest Edition)	Compression Strength		One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 50 CY/day. One (1) set for each class of concrete placed each day.
		Each class of concrete used	Certification	Each mix design or change
Embankment	Lake County Requirements	Modified Proctor AASHTO T-180		Per material type
		Field Density	95% AASHTO T-180	One test per 500 LF per 12" lift of embankment One test per 300 LF of pipe trench (or between structures) per 12" lift of backfill One test per 12" lift of structure backfill alternating sides
Compacted Subgrade	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180		One per material type
		Field Density	98% AASHTO T-180	One per 300 LF of sidewalk One per driveway
Stabilized Subgrade	FDOT Standard Specifications (Latest Edition)	Limerock Bearing Ratio FM 5-515		One per 1,000 LF per lane One per 2,000 LF per shoulder
		Field Density/Thickness	98% AASHTO T-180	One per 300 LF per lane One per 500 LF per shoulder
Limerock Base Course	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180		One per source
		Field Density/Thickness	98% AASHTO T-180	One per 300 LF per lane One per 500 LF per shoulder
Sodding	FDOT Standard Specifications (Latest Edition) Section 575, Sodding, and Section 981	Each type of sod used	Certification	All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council