REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)

To Provide Homebuyer Services

RSQ Number:	08-0231	**Contract Number**	
Issue Date:	February 29, 2008	**Opening Date/Time:**	March 26, 2008 @3:00 P.M.
Pre-Conference		**Contracting Officer**	Donna Thielhart, Senior Contracting Officer

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 from non profit organizations to conduct homebuyer education and other services for households participating in Lake County's Home Purchase Assistance program funded through the State Housing Initiatives Partnership (SHIP). Qualified organizations will be expected to:

- Conduct homebuyer and home maintenance classes,
- Pre-screen persons wishing to take the classes for mortgage readiness,
- Take applications from persons who have completed the classes and wish to apply for home purchase assistance, and
- Have direct access to a consortium of lenders who are familiar with and willing to comply with the lending requirements of the Home Purchase program.

Qualified organizations will also be expected to maintain a full time staffed office in Lake County. Each potential participating household will select the organization they wish to use from the list of qualified organizations established by this Request for Qualifications (RFQ). Since multiple firms will be awarded, no specific quantify of work will be guaranteed.

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 "contractor" means a respondent awarded a contract from this solicitation.

G. The terms "you" and "your" means the same as the term "respondent" above.

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:

1. Pre-Screening of Applicants: Every household wishing to participate in the classes shall be prescreened for mortgage readiness. Pre-screening will include but is not limited to explaining the advantages and disadvantages of homeownership to the clients, the players in the home buying process, what lenders look for, and most importantly, determining whether or not the client is mortgage ready. The mortgage-readiness determination consists of reviewing the client's income, expenditures and debt, employment history and credit report, and determining how much house the client can afford. Clients who are not mortgage ready will be referred to Consumer Credit Counseling Services of Central Florida. Those who are mortgage ready will be referred to the homebuyer classes, described below.

   All pre-screenings shall be performed by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or Neighborworks America, Inc. It shall be the responsibility of the counselor to ensure that all credentials remain current.

2. Homebuyer and Home Maintenance Classes: Homebuyer and home maintenance classes are mandatory for participants in the Home Purchase Assistance program. Participants in the SHIP Home Rehabilitation/Replacement program are required to complete the home maintenance classes.

   Homebuyer classes will begin May 1, 2008 and each qualified organization will be expected to conduct at least six classes during 2008, and a minimum of eight classes per calendar year, thereafter. Total contact time shall be at least five hours. Classes may be held more frequently at the discretion of the presenter; however, calendars shall be supplied to the County.

   Subject matter to be covered in the homebuyer series shall include, but not be limited to:

   Overview of the home buying process
   Lake County Home Purchase program and other housing assistance (Bond money, etc.)
   Types of mortgages available and FHA
   Predatory lending and foreclosure prevention
   Escrow accounts (taxes, insurance)
   Mortgage insurance
   Hints on shopping for a home (what to look for in the neighborhood)
   Fair housing

Homeowners Association fees and deed restrictions
Energy efficiency
Flood insurance

Each homebuyer class shall be taught by a homebuyer counselor certified through the U.S. Department of Housing and Urban Development or Neighborworks America, Inc. It shall be the responsibility of the counselor to ensure that all credentials remain current

Qualified organizations shall also be expected to conduct home maintenance classes, and shall allow Home Rehabilitation/Replacement program participants to attend. Total contact time shall also be five hours. Subject matter covered shall include but not be limited to:

Home inspections to determine maintenance needs
Routine care of electrical, HVAC and plumbing systems
Termite protection and pest control
Purchase and care of appliances
Caring for interior surfaces and cleaning
Caring for yard and exterior surfaces
Money management for homeowners (financial responsibility, preventing foreclosure, tax deductions, homestead exemption, homeowners insurance, records and important papers, energy conservation)
Neighborhood environment and safety
Home repairs (contracting vs. doing it yourself, mildew prevention, painting, plumbing, repairing screens and windows.)

The presenting organization shall be responsible for procuring venues around the County to hold the classes.

Syllabuses for both classes shall be preapproved by the County. Power point presentations and other visual aids shall be used in presenting the abovementioned subject matter. Each household attending shall receive one set of reference materials, regardless of how many adults attend the classes. The cost of producing the materials shall be the responsibility of the presenter.

The classes shall be made available free of charge, but attendance is limited to households who have been pre-screened and are mortgage ready. All adults whose name will be on the mortgage must attend; other adults living within the same residence may also attend. The classes may be repeated one or more times at no additional cost to the homebuyer or the County, and may be attended on separate dates. At the end of each class every participant has the option of completing a course evaluation form prepared by the County.

The presenting organization shall be responsible for taking roll and submitting each roster to the County. The roster and course evaluation forms shall be returned to the County within two (2) business days from the date of the class.

The County will monitor the classes held by each qualified organization at least annually to ensure that the required material is being covered. The County reserves the right to monitor at any time without prior notice.

3. Loan Assistance: Each qualifying organization shall have access to a lending consortium consisting of three or more lenders. There shall be an initial history of working with the lenders if a consortium needs to be formed. Additional consortium members may be added later. There must also be contractual arrangement between the organization and the lenders in the consortium requiring them to abide by Lake County's lending guidelines as a condition of membership.

   Qualifying organizations shall take applications from households wishing to participate in the SHIP Home Purchase program, who have previously been determined mortgage ready through pre-screening, and who have completed the Homebuyer and Home Maintenance classes. No application fees shall be charged to applicants. Taking the application consists of assisting the applying household to complete the application form, ensuring that the form is properly notarized, and compiling all of the necessary backup information. It is the responsibility of the organization taking the application to ensure that all of the backup documentation is included before the application packet is submitted to the Housing and Community Development Division for funding. Final determinations of eligibility will be made by the County. Incomplete applications will be returned along with a written explanation of the additional information needed. The organization shall also refer clients to members of its lending consortium, and shall encourage them to deal directly with lenders.

Payment: Qualified organizations shall be paid $1,000 for each successful closing, the fee shall be collected at the time of closing. Fees for successful loan closings shall be indicated on the relevant settlement statement as a closing cost, and shall be included in the down payment and closing cost assistance rendered.

The rate indicated above shall include all expenses incurred in carrying out the prescreening, homebuyer education, and application processes, including but not limited to labor, supervision, marketing, printing/publishing, developing the curriculum, materials and supplies for the classes, reproducing evaluation forms, certificates, name tags, pens, pencils, folders, etc., plus travel expenses to and from class locations, all office expenses, and all correspondence and postage.

Qualified organizations shall also be remunerated $100.00 per household for allowing Housing Rehabilitation/Replacement clients to attend the Home Maintenance classes. The County will deduct this amount from the assistance rendered as a closing cost.

Invoices shall be submitted by mail to the:

Housing and Community Development Division
Lake County Department of Community Services
P.O. Box 7800
Tavares, FL 32778-7800

Or hand delivered to the:

Lake County Housing and Community Development Division
1300 S. Duncan Drive, Building E
Tavares, FL 32778

Each invoice shall reference a detailed description of services and fees. The County will make payment in accordance with the Florida Prompt Payment Act, Sections 218.7 through 218.79, Florida Statutes. Since the entire cost for the above described services is paid with State funds, qualifying organizations will be expected to comply with all the State requirements applicable to use of the funds, including receiving no

payment until all required forms are completed and submitted.

The program has limited funding. If the funding is depleted the County may require the suspension of services with the option of resuming services once funding again becomes available. The County will provide reasonable notice should funding have to be suspended.
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Term of Contract: The term of this contract is for a twelve month (12) period with the option of two twelve (12) month extensions.

A sample of the contract for this project is attached.

1.4 Evaluation and Selection Process

This proposal will be evaluated based on the guidelines stated in the Scope of Services.

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: RSQ # 08-0231 Homebuyer Services

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. Mark subject line or cover page or envelope **"Questions on RSQ 08-0231 Homebuyer Services**

C. Submit questions to:

Donna Thielhart, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9525, Fax: 352.343.9473,
E-mail: dthielhart@lakecountyfl.gov

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:
http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx

D. You must acknowledge each amendment 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 addendums 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 not 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 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.

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

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

3.2 A certificate of insurance indicating that the awarded Respondent (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.

3.3 The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor 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 contractor under the terms and provisions of the contract.

3.4 Such policies of insurance shall insure the contractor in accordance with the following minimum limits:

- General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	

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

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

- Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the contractor 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.

- Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

3.5 Certificate(s) of Insurance

- **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 the general liability policy

- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

- Certificate(s) of insurance shall identify the contract 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

3.6 The contractor shall be responsible for subcontractors and their insurance.

3.7 All deductibles or self-insured retention 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 deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

3.8 All insurance companies must be authorized to transact business in the State of Florida.

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

3.10 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.

3.11 Neither approval by the County of any insurance supplied by the contractor, nor a failure to disapprove that insurance, shall relieve the contractor of full responsibility of liability, damages and accidents as set forth herein.

SECTION 4.0 – SUBMITTAL REQUIREMENTS

4.1 Firms, organizations, joint ventures, or individuals (hereafter "respondent") interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and four (4) 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 – SIMILAR PROJECTS: Complete Form 4. This form may be reproduced.

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 _____. 2003.

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 1

FIRM PROFILE

<table>
<tr><td rowspan="3">1. Firm (or joint venture) Name & Address</td><td>1c. Licensed 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 rowspan="3">1a. Firm is ____ National ____ Regional ____ Local

FEIN # _____

1b. Firm is a Certified Minority Business Enterprise ____ Yes ____ No</td><td>1e. Address of office to perform work, if different from Item 1</td></tr>
<tr><td></td></tr>
<tr><td></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 2

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.

<table>
<tr><td colspan="2">4. 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>

The foregoing is a statement of facts.

Signature _____ Telephone Number _____

Typed Name and Title: _____