

Solicitation 10-001
Architectural Services

City of Clermont

Bid 10-001 Architectural Services

Bid Number	10-001
Bid Title	Architectural Services
Bid Start Date	Jan 15, 2010 2:50:22 PM EST
Bid End Date	Feb 4, 2010 2:00:00 PM EST
Question & Answer End Date	Jan 28, 2010 4:00:00 PM EST
Bid Contact	Freddy Suarez 352-241-7386 fsuarez@clermontfl.org
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	Jan 25, 2010 10:00:00 AM EST Attendance is mandatory Location: City Hall Council Chambers (1st floor) 685 West Montrose Street Clermont, Florida 34711
Bid Comments	The purpose of this solicitation is to receive responses from qualified respondents pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA) to provide architectural services to the City of Clermont. Upon the completion of the response review process, the City intends to enter into direct negotiations with the most qualified respondent resulting in a continuing contract for an initial twelve (12) month period. Prior to completion of the initial term of the continuing contract, the City shall have the option to renew the contract for four (4) additional twelve (12) month period(s).

Item Response Form

Item	10-001-1-01 - Architectural Services
Quantity	1 fee
Prices are not requested for this item.	
Delivery Location	City of Clermont <u>No Location Specified</u>
Description	Qty 1
Architectural Services	



City of Clermont

685 W. Montrose Street, Clermont, FL 34711

352-394-4081

REQUEST FOR QUALIFICATIONS

Architectural Services

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Manager

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7386

RFQ No. **10-001**ISSUED DATE: *January 15, 2010***RESPONSE DUE DATE: February 04, 2010 @ 2:00 P.M. (EST)****PRE-SUBMISSION MEETING: January 25, 2010 @ 10:00 a.m.****DEADLINE FOR WRITTEN QUESTIONS: January 28, 2010 by 4:00 P.M. and must be submitted by Email.**

SOLICITATION RESPONSE: Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses shall be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **90** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Scope of Services		SECTION C Response Format
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Public Entity Crimes	X	SECTION I Supplemental Questionnaire
	SECTION J Intentionally Omitted		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified respondents pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA) to provide architectural services to the City of Clermont (hereinafter referred to as the City). Upon the completion of the response review process, the City intends to enter into direct negotiations with the most qualified respondent resulting in a continuing contract for an initial twelve (12) month period. Prior to completion of the initial term of the continuing contract, the City shall have the option to renew the contract for four (4) additional twelve (12) month period(s).

The description of the first two jobs to be performed is referenced in the Scope of Services, Section B, of to this solicitation. The City reserves the right to make multiple continuing contract awards if deemed appropriate considering anticipated workload or other factors. The negotiated price schedule will become part of this contract and the price will be utilized for future jobs.

2 – PRE-SUBMISSION MEETING

Monday, January 25, 2010 at 10:00 a.m.

All potential respondents are required to attend this mandatory pre-submission meeting in order to qualify to submit a response. The meeting will present an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The City will provide written responses in the form of addenda to all questions received during this meeting.

Any verbal discussions at the meeting shall not be considered part of the solicitation unless incorporated into the solicitation through the formal written addenda process. Questions asked at the meeting that cannot be adequately answered during the meeting may be deferred until issuance of the addenda. A copy of the questions and the responses will be available to all potential respondents in the form of addenda.

Potential respondents are requested to bring this solicitation document to the pre-submission meeting as additional copies may not be available.

Meeting Location:

City Hall Council Chambers (1st floor)

685 West Montrose Street, Clermont, Florida

Meeting will begin promptly at the time specified above.

SECTION – A RESPONSE PROCEDURES

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Division will accept written questions up until 4:00 p.m. on Thursday, January 28, 2010. Verbal inquiries will not be accepted and potential respondents should refrain from seeking additional information, clarification or other communications from, any City employee other than the Purchasing Manager.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – SUBMISSION OF RESPONSE

Respondents must provide one (1) original, five (5) bound copies and one (1) reproducible copy on CD-R in PDF format, subject of Terms and Conditions of this solicitation. An additional five (5) copies of the response will be required from short-listed firms.

5 – DELIVERY OF RESPONSE

All responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“RFQ 10-001, ARCHITECTURAL SERVICES AND COMPANY NAME”

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least 90 calendar days, and will remain the property of the City.

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

All documents must be delivered or mailed to the following location prior to **2:00p.m. (EST) on Thursday, February 4, 2010.**

City of Clermont Purchasing Division P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Purchasing Division 685 W. Montrose Street Clermont, FL 34711
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SECTION – A

RESPONSE PROCEDURES

6 – SOLICITATION DEADLINE

Responses will be publicly read in the City Hall Council Chambers by the Purchasing Division, 685 West Montrose Street, Clermont on Thursday, February 4, 2010 at 2:00 pm (EST). Only the names of the respondents will be read aloud.

7 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. An exception is, if a respondent presents and then withdraws their response prior to the response due date. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of and all information submitted through this process.

8 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's website www.cityofclermontfl.com.

Task	Date
Solicitation issue date	January 15, 2010
First newspaper advertisement	January 19, 2010
Second newspaper advertisement	January 25, 2010
Pre-submission meeting	January 25, 2010 at 10:00 a.m.
Questions deadline	January 28, 2010 at 4:00 p.m.
Release of addenda	TBA
Response due date	February 4, 2010 at 2:00p.m.

9 – RESTRICTION OF COMMUNICATION

Respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration.

SECTION – A RESPONSE PROCEDURES

10 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City, that it will enter into a contract with a respondent for this project.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, to enter into negotiations with the next qualified respondent(s) if negotiations with the top respondent do not result in an agreement, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

11 – CONTRACT NEGOTIATIONS

It is the intent of the City to enter into a contract for the scope of services as outlined. The responses constitute an agreement that any contract resulting from this solicitation will be prepared by the City. Consequently the City does not agree to necessarily accept terms the respondent may propose during the negotiations phase of the contract.

12 – RESPONSE EXPENSES

All cost associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

13 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

SECTION – A RESPONSE PROCEDURES

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

XX	1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.	
XX	2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).	
XX	3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.	
	4. Excess Liability - \$_____. 00 per occurrence to follow the primary coverage.	
XX	5. The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.	
	6. Other insurance as indicated:	
	___ Business Risk completed value	\$_____.00
	___ Liquor Liability	\$_____.00
	___ Fire Legal Liability	\$_____.00
	___ Protection and Indemnity	\$_____.00
	___ Employee dishonesty Bond	\$_____.00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition.	
XX	9. The certificate must state the solicitation number and title.	

END OF SECTION – A

SECTION – B

SCOPE OF SERVICES

Jenkins Auditorium Replacement

Project Overview:

The City now owns and operates Jenkins Auditorium, an approximate 7500 sq. ft. building, utilized as a community center and offices for the Chamber of Commerce. The City Council's plan is to replace this facility with a larger building on City owned vacant property located at the northwest corner of Montrose St. and Lake Avenue. Based on available land area and needs, we envision the new facility to have a footprint of approximately 10,000 sq. ft. that will include meeting space, kitchen area, storage and office area. The City will also consider a partial second story for future use. The project will include onsite parking and landscape design. The selected consultant for the project must have the ability to provide comprehensive services from preplanning conceptual design through the construction phase.

Police Department Expansion

Project Overview:

The City of Clermont Police Station is located at 865 West Montrose St. The City is proposing to expand the existing facility. The project will include the demolition of a City owned building located adjacent to the Police Department, now used as a Lake County Sheriff's substation, in order to provide additional parking. A multilevel parking area may be necessary depending on the size and design of the expansion and available land area. The project scope will begin with a space needs analysis to determine area needed for the future based on growth projections. The selected consultant must have the ability to provide comprehensive services from the preplanning stage through the construction phase.

END OF SECTION – B

SECTION – C RESPONSE FORMAT

1 – RESPONSE FORMAT

Responses must contain the following documents, each fully completed, and signed as required. If any items are omitted, respondents must submit the documentation within five (5) calendar days upon request from the City, or their response may be deemed non-responsive.

a) Table of Contents

Outline in sequential order (as stated below) the major areas of the response. All pages must be consecutively numbered. Respondents must respond to all minimum requirements listed below. Responses which do not contain such documentation may be deemed non-responsive.

b) Introduction Letter

Provide an introduction letter outlining the respondent's professional specialization and past experience intended to support the qualifications of the respondent to perform required professional services. Respondents must submit documents as outlined in this section, which provides evidence as to the capability of respondent to provide the services outlined in this solicitation.

c) Minimum Certification/Qualification

Certification shall be based upon meeting the following qualifications:

- i. Firm must be properly registered with the Department of Professional Regulation to practice their profession in the State of Florida.
- ii. If the firm offering professional services is a corporation, it must be properly chartered with the Florida Department of State.

d) Experience and Expertise

Provide project experience and contact person with the elements as they relate to the project(s) requested in this solicitation.

Item 1. Team Experience:

- i. Indicate the team's number of years of experience in providing the requested professional services;
- ii. List all similar projects undertaken in the past five (5) years, describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project;
- iii. Provide the name(s) of the person, or persons within your organization who was most actively concerned with managing each project.
- iv. List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during the past five (5) years.

SECTION – C RESPONSE FORMAT

Item 2. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of five (5) years experience in the planning, design, and construction administration of public or private projects with similar scope of work and should have served as Project Manager on a minimum of three previous projects having the same approximate value and complexity as required by this solicitation.

Item 3. Previous Similar Projects:

Provide a list of a minimum of five (5) projects which demonstrates the Team's experience in providing the services as required under this solicitation and in the scope of services for this project. Provide the following information for each sample project:

- i. Client name, address, phone number, e-mail address.
- ii. Respondent (Architect or Engineer) name, address, phone number, **fax and e-Mail address.**
- iii. Description of the scope of the work.
- iv. Month and Year the project was started and completed.
- v. Total cost and/or fees paid to your firm.
- vi. Total cost of the construction, estimated and actual.
- vii. Role of the respondent and the responsibilities.

Item 4. Qualification of Project Team:

Provide a list of the personnel / sub-consultants to be used on this project and their qualifications. A resume of each individual, including education, experience, and any other pertinent information shall be included for each team member including any subcontractors, to be assigned to this project.

e) Cost Information (leave blank)

Pursuant to the Consultants' Competitive Negotiation Act (CCNA), fees are not to be submitted as part of your submittal to the City. Fees and total cost will be negotiated with successful respondent(s).

f) Methodology and Approach

Provide methodology and approach to this project. Identify suspect areas of difficulties and provide solutions through methods and approach. Identify all project milestones and discuss each phase of the project from inception to final completion of services. Provide a detailed description of the project team approach to the required services. Information should include:

SECTION – C RESPONSE FORMAT

- i. Organizational structure of project team.
- ii. Project specific approach to this neighborhood.

g) Risk Assessment Plan

All respondents shall submit a Risk-Assessment Plan. The Risk-Assessment Plan should not be longer than two pages, front side of page only, or the proposal may be deemed non-responsive.

The Risk-Assessment Plan should address the following items in a clear and easy to read language:

- i. What risks the project has. (Areas that may cause the respondent not to finish on time, not finish with budget, cause and any change orders, or be a source of dissatisfaction with the owner).
- ii. Explanation of how the risks will be avoided/minimize.
- iii. Propose any options that could increase the value of this project.
- iv. Explain the benefits of the Risk Assessment Plan. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. Do not provide brochures or marketing pieces.

NOTE: The Risk-Assessment Plan should reflect a clear understanding of project objectives, a thorough review of existing conditions, design documents; familiarity with the project site; a thorough understanding of all permitting and regulatory requirements and impacts; and other considerations that may impact the design and construction of the proposed improvements.

h) Signed Addenda(if applicable) and Requested Forms.

2 – PRESENTATION FORMAT

Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Elaborate bindings, colored displays, and any promotional material are not desired and may serve as evidence of cost inefficiency, supportive of a lower technical rating. Emphasis in each response must be on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage.

SECTION – C
RESPONSE FORMAT

Respondents are limited to a total page count not to exceed fifty (50) pages excluding cover page, tab sheets, addenda(s), and required forms stated in the solicitation. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. All pages shall be numbered sequentially by section.

Responses shall be spiral bound on the left margin to permit the response package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples and ring binders are not allowed.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is **mandatory** that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

END OF SECTION – C

SECTION – D EVALUATION PROCESS

The procedure for response evaluation and selection is as follows:

1. Solicitation issued.
2. Receipt of responses.
3. Opening of responses and determination if responses meet the minimum qualification standards.
4. A Selection and Evaluation Committee, appointed by the City Manager, shall meet to evaluate each response in accordance with the requirements of this solicitation.
5. The Selection and Evaluation Committee shall short list the number of firms to a minimum of three (3) for further discussions by using the following criteria for selection:
 - a. The experience, qualifications and portfolio of the respondent (20 points).
 - b. The experience, qualifications and portfolio of the project manager, as well as his/her familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment (18 points).
 - c. The experience and qualifications of the professional personnel assigned to the project team as well as their familiarity with this project and a thorough understanding of the methodology and design approach to be used in this assignment (17 points).
 - d. Risk Assessment Plan that reflects a clear understanding of project objectives, a thorough review of existing conditions, design documents; familiarity with the project site; a thorough understanding of all permitting and regulatory requirements and impacts; and other considerations that may impact the design and construction of the proposed improvements (20 points).
 - e. The volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firm (5 points).
 - f. Willingness to meet time and budget requirements as demonstrated by past performance, methodology and approach (5 points).
 - g. Physical location of business and key personnel:
 - Respondents located within Clermont City limits (5 points)
 - Respondents located in South Lake County defined as Clermont, Groveland, Mascotte, Minneola, and Montverde (3 points)

SECTION – D
EVALUATION PROCESS

Respondents located in Central and North Lake County (1 point)

All other respondents (0 point)

- h. Recent, current, and projected workloads of the respondent (5 points).
 - i. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation (5 points).
- 6. The Selection and Evaluation Committee may require one or more respondents, to conduct an informal presentation prior to preparing their short-list of respondents.
 - 7. The short-listed respondent(s) may be required to provide a brief presentation to the City Council. The City Council will rank each respondent based on who will serve the best interest of the City.
 - 8. The Purchasing Manager, assisted by City staff, may proceed to negotiate a contract with the highest evaluated respondent(s).
 - 9. A contract or contracts are presented to the City Council for award approval.

IMPORTANT NOTE:

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

END OF SECTION D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

A respondent may submit a modified response to replace all or any portion of a previously submitted response up until the response due date and time. Modifications received after the response due date and time will not be considered.

Responses shall be irrevocable until contract award unless withdrawn in writing prior to the response due date or after expiration of 90 calendar days from the opening of responses without a contract award. Letters of withdrawal received after the response due date will not be considered.

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

3 – COST INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of responses to the City, or any work performed in connection therewith, shall be the sole responsibility of the respondent(s) and not be reimbursed by the City.

4 – EXCEPTIONS TO SOLICITATION

Respondents must clearly indicate any exceptions they wish to take to any of the terms in this solicitation, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which the exceptions are rejected, the City may require the respondent to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

5 – PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a response to this solicitation will be subject for public inspection upon award, recommendation for award, 10 days after response due date, or whichever occurs first, in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

6 – PROTESTS

Any prospective respondent who wishes to protest the reasonableness or appropriateness of any required, term, or condition within this solicitation document, any addendum to this solicitation 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 City's issuance of the solicitation document or addenda. Any protest concerning the content of the solicitation received after that time will be dismissed as being untimely in nature. Any respondent who wishes to challenge any notice of award or notice of rejection shall do so within three (3) business days of the City's issuance of such rejection or award notice. Any protest must set forth the specific reason and facts concerning the protest of the solicitation or award. The written dispute shall be sent via certified mail or delivered in person to the City's Purchasing Manager, who shall administer the matter. Respondents are advised that any protest based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is any clear evidence of arbitrary or capricious action in that regard.

7 – RULES, REGULATION, LICENSING REQUIREMENTS

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

SECTION – E

TERMS AND CONDITIONS

8 – DEFAULT

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

9 – CONFLICT OF INTEREST

All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates.

10 – RESPONSIBILITY

Before submitting responses, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful consultant from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the respondent.

11 – RELATION OF CITY

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

12 – PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

13 – ASSIGNMENT

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

14 – INDEMNIFICATION

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

SECTION – E

TERMS AND CONDITIONS

15 – TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful respondent, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful respondent of such termination which shall become effective upon receipt by the successful respondent of the written termination notice.

In that event, the City shall compensate the successful respondent in accordance with the agreement for all services performed by the respondent prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful respondent shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the agreement by the respondent, and the City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

16 – TERMINATION FOR CONVENIENCE

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

17 – INSURANCE

Successful respondent shall obtain, provide, and maintain during the term of the agreement the following types and amounts of insurance as indicated on the Insurance Requirements in Section A which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the City as an additional insured on all liability policies required as a result of a contract. When naming the City as an additional insured, the insurance company hereby agrees and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments.

Successful respondent's failure to procure or maintain required insurance program shall constitute a material breach of agreement under which City may immediately terminate the proposed agreement.

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

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 if any):

Print Name: _____

Company Name: _____ Date: _____

SECTION – G
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087 of the Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE CERTIFICATION

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Consultant's Name)

STATE OF _____

COUNTY OF _____

SECTION – H PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted to _____
(Print name of public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any id or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" of "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e). Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H PUBLIC ENTITY CRIMES

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed type or stamped Commissioned name of Notary Public)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____ General or Limited Partnership*:

Name and Address of Each Partner:
NAME / ADDRESS

_____ / _____

_____ / _____

_____ / _____

1. Number of years of relevant experience in operating A/E business: _____
2. Have any agreements held by respondent for a project ever been canceled?
Yes () No (); If yes, give details on a separate sheet.
3. Has the respondent or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

Yes () No (); If yes, please explain:

4. Has the respondent or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No (); If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the respondent, as may be required by the City Manager. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:_____
Print Name_____
Date**IF PARTNERSHIP:**_____
Print Name_____
Print Address_____
Date**General Partner**_____
Print Name_____
Print Address_____
Date**IF CORPORATION:**_____
Print Name of Corporation_____
Print Name of President_____
Company Address_____
Date

Question and Answers for Bid #10-001 - Architectural Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 28, 2010 4:00:00 PM EST