



REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)

2035 TRANSPORTATION PLAN LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION

RSQ Number:	09-0035	Opening Date	April 15, 2009
Issue Date:	April 1, 2009	Opening Time:	3:00 p.m.
Pre-Conference	None	Contracting Officer	Susan Dugan, CPPB

NON-RESPONSE REPLY

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

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

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

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

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

Certification Regarding Acceptance of County Electronic Payable Process

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

Request for Statements of Qualifications (RSQ)
09-0035
Lake-Sumter Metropolitan Planning Organization
2035 Transportation Plan

Purpose: The Lake-Sumter Metropolitan Planning Organization (LSMPO) Governing Board is soliciting statements of qualifications and letters of interest from firms qualified to provide professional transportation planning and engineering services in support of the LSMPO's development of the 2035 Transportation Plan. Support could include providing technical assistance in transportation planning relative to: public involvement, financial resource planning, development of plan goals, objectives and policies, development of strategies to address unmet needs, development of a congestion management process plan and compilation of transportation plan documentation.

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 "LSMPO" means Lake-Sumter Metropolitan Planning Organization.
- E. The term "Lake-Sumter Metropolitan Planning Organization Governing Board" means the 28 board members (14 voting and 14 non-voting) representing the local governments and transportation agencies of the Lake-Sumter region.
- F. The term "Office of Procurement Services" refers to the Lake County Office of Procurement Services, with which the LSMPO has an agreement for procurement services.
- G. The term "contractor" means a respondent awarded a contract from this solicitation.
- H. 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 LSMPO 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 LSMPO. A deviation is material if, in the LSMPO'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 LSMPO.
- 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

Assist LSMPO staff with transportation planning activities that will lead to the development of the 2035 Transportation Plan. Activities in which the Consultant could assist staff include, but are not limited to, efforts to:

- a) Develop a Public Involvement Plan;
- b) Review prior and current relevant plans and studies;
- c) Develop goals, objectives, and policies;
- d) Develop and apply performance measures;
- e) Develop the Preliminary Financial Resources Plan;
- f) Develop strategies to address unmet needs;
- g) Collect necessary financial data from the LSMPO member governments and produce the financial resources report, along with local estimates of right-of-way, PD&E, PE and construction costs;
- h) Develop, evaluate, recommend, and prioritize preliminary and final needs into a Needs Plan;
- i) Develop cost feasible alternatives and a Cost Feasible Plan;
- j) Produce a Congestion Management Process Plan;
- k) Provide ETDM data input;
- l) Develop graphics, write and edit the required technical memoranda and reports concurrent with the project progress as requested by LSMPO staff;
- m) Develop PowerPoint presentations and other presentation materials for use in the public involvement process;
- n) Provide final review of plan to ensure it is consistent with Federal and State requirements;
- o) Provide timely reviews of all material and documents as submitted by the LSMPO.

Refinement of the Scope of Services for this contract will be during the contract negotiations.

1.4 Evaluation and Selection Process

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

1.5 Key Contractor Personnel

In submitting a qualifications package, the Respondent is representing that each person listed or

referenced in the qualifications package shall be available to perform the services described for the LSMPO, 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 LSMPO approval. In the event the requested substitute person is not satisfactory to the LSMPO and the matter cannot be resolved to the satisfaction of the LSMPO, the LSMPO reserves the right to cancel the contract for cause.

1.6 Negotiation

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

1.7 Award Of Response

The LSMPO 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 LSMPO.

1.8 Time Limit To Submit Required Deliverables

Within ten (10) calendar days after LSMPO 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 LSMPO 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 its response is made without any previous understanding, agreement or connection with any person, firm or corporation making a response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

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 LSMPO employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.
- B. If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

2.1 Request For Qualifications package Closing Date:

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

2.2 Delivery of Qualifications Packages

- A. Unless the Qualifications Package is delivered in person by a person from the responding organization, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked with RSQ number, title, and company name.
- 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 LSMPO 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, FL, 352.343.9839 at least five (5) days prior to the date.

2.4 Questions Concerning RSQ:

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

2.5 Respondents Responsibility / Clarification and Addenda

- A. While the LSMPO 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 LSMPO 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 LSMPO 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 LSMPO revises (amends) this RSQ, the 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 addendum in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addenda to this RSQ before submitting your proposal.
- E. A Respondent, by submitting a qualifications package, represents that the Respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.
- F. Before submitting a qualifications package, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the LSMPO 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 LSMPO action, the Respondent shall not discuss the RSQ or any part thereof with any employee, agent, or representative of the LSMPO except as expressly authorized by the LSMPO 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 LSMPO employee. Only those communications that are in writing from the authorized LSMPO 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 LSMPO 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 LSMPO, 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 LSMPO.

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 LSMPO 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 LSMPO, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the LSMPO. The LSMPO reserves the right to require any Respondent to demonstrate to the satisfaction of the LSMPO that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the LSMPO, and the LSMPO shall be the sole judge of compliance.
- B. The LSMPO 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 LSMPO reserves the right to waive minor irregularities in submitted qualifications packages, providing such action is in the best interest of the LSMPO. Minor irregularities are defined as those that have not adverse effect on the LSMPO'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 LSMPO 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 LSMPO 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 LSMPO and the citizens of Lake County and Sumter County.

2.14 Incurred Expenses

This RSQ does not commit the LSMPO to make an award nor shall the LSMPO 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 LSMPO 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 LSMPO 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 LSMPO reserves the right to award such contract, if any, to the best qualified Respondent(s).
- B. The LSMPO 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 LSMPO'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 LSMPO 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 LSMPO, 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 LSMPO 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 LSMPO and may be returned only at the LSMPO's option. The LSMPO 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 LSMPO 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 LSMPO 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 LSMPO employees or agents. The LSMPO will maintain the confidentiality of such financial data to the extent provided by law.

SECTION 3.0 - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

Neither approval by the County or the LSMPO of any insurance supplied by the vendor or Subcontractor(s),

nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

SECTION 4.0 – SUBMITTAL REQUIREMENTS

- 4.1** Firms, organizations, joint ventures, or individuals (hereafter “respondent”) interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and five (5) copies, each marked "COPY," of their qualifications package for review and evaluation by the LSMPO. 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 LSMPO 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 LSMPO’s sole discretion, be rejected.
- B. The LSMPO **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 and the total responses package shall not exceed ten (10) pages exclusive of required forms and resumes.

LSMPO'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 LSMPO;
- Include additional relevant information not requested elsewhere in the RSQ;
- The signature on the statement shall be that of a person authorized to represent and bind the firm.

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

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

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

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

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

TAB F – VOLUME OF WORK: Complete Form 5.

TAB G – ADDITIONAL INFORMATION: Complete Form 6.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____
_____ and the duly authorized representative of the firm of (*Firm Name*) _____
_____ whose address is _____
_____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;

And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 2009.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification) My Commission expires _____

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

FORM 1

FIRM PROFILE

1. Firm (or joint venture) Name & Address	1c. Licensed to do business in the State of Florida _____ Yes _____ No
	1d. Name, Title & Telephone Number of Principal to Contact
	1e. Address of office to perform work, if different from Item 1
1a. Firm is ____ National ____ Regional ____ Local FEIN # _____	
1b. Firm is a Certified Minority Business Enterprise ____ Yes _____ No	
2. Please list the number of people by discipline that your firm/joint venture will commit to the LSMPO's project.	
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	

Form 2

TEAM COMPOSITION

Name of Prime Firm: _____

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

Sub Consultants:

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

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

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

FORM 3

LOCATION

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

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

_____ %

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

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

_____ %

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

_____ %

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

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

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

FORM 5

Prime Consultant's volume of work performed for the Lake-Sumter Metropolitan Planning Association
As a prime consultant and as a sub consultant – currently and previously

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

FORM 6

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

The foregoing is a statement of facts.

Signature _____ Telephone Number _____

Typed Name and Title: _____