

Request for Qualification

NUMBER
RFQ# 22-0001



City of Winter Garden

Construction Manager at Risk (CMAR) Fire Station 21

Sealed proposals must be received and time stamped by the City Hall Receptionist on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2:00 p.m. on said date will not be accepted under any circumstances. Official time will be measured by the time stamp at the City Hall Reception Desk.

Proposals Due May 11, 2022 @2:00PM

LEGAL NOTICE

Notice is hereby given that the City of Winter Garden is accepting Sealed Qualifications to provide services under **RFQ# 22-0001 “CONSTRUCTION MANAGER AT RISK (CMAR) FIRE STATION 21.”** Qualifications will be received until **2:00 PM, on May 11, 2022** at City Hall, 300 W Plant Street, Winter Garden, FL 34787. A pre-proposal conference is not applicable for this solicitation and will not be conducted. Documents are available for download at: <http://www.cwgdn.com/bids.aspx>. If you experience any problems downloading the document, call 407-656-4111.

RFQ proposal packages may be obtained M-F, 8:00 am to 4:30 pm, at City Hall, 300 West Plant Street, Winter Garden, FL 34787. Please direct all inquiries to Michael Caines, Facilities Division Manager at phone: 407-656-4111, X5475, e-mail: mcaines@cwgd.com. The City of Winter Garden reserves the right to accept or reject, in part or total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposer’s name, project name, and the time and date of opening. It shall be the BIDDER'S responsibility to ensure that proposals are delivered to the above address by the appointed time.

RFQ# 22-0001 “CONSTRUCTION MANAGER AT RISK (CMAR) FIRE STATION 21”

The City of Winter Garden does not discriminate based on age, race, color, sex, religion, national origin, disability, or marital status.

This Public Notice has been posted on the City of Winter Garden’s website: [cwgd.com](http://www.cwgdn.com) and is also available in the Lobby of City Hall.

All meetings will be held in a designated conference room in City Hall. Please be advised that dates, time, and locations are subject to change and will be posted in the Lobby of City Hall.

TABLE OF CONTENTS

1) Introduction/Overview	4
A) Purpose/Objective.....	4
B) Background.....	4
C) Inquiries	4
D) Contract Award.....	4
E) Pre-Bid/Pre-Proposal Conference	5
F) Projected Timetable.....	5
2) General Description of Specifications or Scope of Work	6
3) City’s Right to Inspect.....	7
4) Terms and Conditions of Contract.....	7
5) Contract Period.....	7
6) General Terms and Conditions	8
A) Licenses	8
B) Principals/Collusion.....	8
C) Taxes	8
D) Relation of City.....	8
E) Term Contracts.....	8
F) Termination	9
G) Liability.....	9
H) Assignment	9
I) Lobbying	9
J) Single Bid/Proposal.....	9
K) Protest Procedures	9
L) Public Entity Crime	10
M) Conflict of Interest	10
N) Prohibition of Gifts to City Employees	10
O) Immigration Reform and Control Act / E-Verify	10
P) Billing Instructions – Awarded Professional Contractors	11
7) Instructions for Bid/Proposal.....	11
A) Compliance with the RFQ	11
B) Acknowledgment of Insurance Requirements	11
C) Acknowledgment of Bonding Requirements.....	12
D) Delivery of Bids/Proposals	13
E) Evaluation of Bids/Proposals (Procedure)	13
F) Ambiguity, Conflict, or Other Errors in the RFQ	14
G) Qualification, Presentation, and Protest Costs.....	14
H) Acceptance or Rejection of Qualifications	14
I) Requests for Clarification of Qualifications.....	14
J) Validity of Qualifications.....	14
K) Response Format	15
L) Qualification Evaluation Committee and Evaluation Factors.....	17
8) Contract / Agreement and All Required Forms.....	19

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Winter Garden (hereinafter “City”) has issued this Request for Qualifications (hereinafter “**RFQ**”) with the sole purpose and intent of obtaining Qualifications from interested and qualified individuals or firms offering to provide Construction Manager at Risk (CMAR) services for a new fire station building in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”.

The city has selected Bentley Architects & Engineers as the design firm for this project. Bentley Architects & Engineers has begun design work on a new fire station for the City. It is forecasted to be approximately 9500 square feet in size. The facility will be located on an approximately 2 acre site.

The successful contractor may have the option of contract extensions for other future city facilities or buildings in the future.

As more fully explained in Section “6L” of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City of Winter Garden currently has three strategically located Fire Stations serving the City. Over the past several years, Winter Garden has seen substantial growth in the southern region of the City that has created a need to build an additional fire station to better serve the citizens and visitors in this area. The new station will provide additional resources in the area and reduce response times. The new station will be designed to house six personnel, a fire engine, a rescue unit, and reserve apparatus.

C) Inquiries

Please direct any inquiries or questions related to this **RFQ** to Michael Caines, the City’s Facilities Division Manager, and submit such questions or inquiries in writing to: mcaines@cwgd.com. Please include the page and paragraph number for each question to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from the City of Winter Garden. All questions asked, along with the answers rendered thereto, will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (cwgd.com).

D) Contract Award

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City will have the right to select who, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City in performing this particular project after full consideration of the criteria set forth in this **RFQ**. The City also reserves the right to reject any Proposer who has previously failed in the

proper performance of a contract or to deliver on time contracts of a similar nature with other governmental entities or who, in the City’s opinion, is not in a position to perform properly under the intended contract award. The City reserves the right to waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City’s sole discretion. Additionally, the City reserves the right, in its sole discretion, to reject all Proposers at any time prior to execution of a contract and to resolicit (or not). A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Proposer. A recommendation of contract award does not constitute a contract. The award of a contract to the selected respondent is subject to City Commission approval and the execution of a contract with terms acceptable to the City. The city staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Proposers differently than recommended by the City staff.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFQ who meet the requirements will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFQ instructions to the proposers and the terms and conditions set forth within the RFQ document. The City will consider the factors set forth in the City of Winter Garden Purchasing Manual in making determinations as to the responsibility and responsiveness of proposers and proposals. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. The City is not obligated to make an award to the Proposer with the lowest bid or price submitted. Proposals will be evaluated and an award made to that Proposer who is determined to be responsible and responsive to this Request for Proposal and whose proposal is the most advantageous to the City in terms of price, quality of service, the Proposer’s qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Qualifications and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

E) Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFQ** process.

Event	Date
Issue RFQ Notice	April 10, 2022
Last Date for Receipt of Written Questions	April 22, 2022 5:00 pm
Addendum Issued (If Applicable)	April 29, 2022
Opening Date	May 11, 2022 2:00 pm
Proposer Presentations if Required	May 17, 2022
Evaluation Committee to Meet	May 18, 2022

Notice of Recommendation	May 19, 2022
Recommendation to City Commission	May 26, 2022 6:30 pm

2) **GENERAL DESCRIPTION - SCOPE OF WORK**

Purpose

The City of Winter Garden is soliciting Statements of Qualifications in response to this Request for Qualifications (RFQ) from qualified individuals or firms to provide professional Construction Management at Risk (CMAR) services for the City’s New Fire Station 21. The proposed location of Fire Station 21 is 16290 Marsh Road, Winter Garden, FL 34787.

The CMAR will serve as the owners’ representative and work with the City’s Architect who will be under contract with the City. The City will require the CMAR to provide pre-construction services such as production of budget estimates, value engineering, analysis of the design documents for constructability, coordination, detailing, materials, and systems, and development of a Guaranteed Maximum Price (GMP) proposal based on 100% Construction Documents.

The cost of the work will include all costs related to completing the work, including a proposed percentage fee for overhead and profit, which will be negotiated within the not-to-exceed percentage for the project. The construction manager may publicly bid trade contracts or self-perform. Early bid packages for fast track and multi-phase development may be required to meet Project goals.

Proposers must be capable of obtaining and providing performance and payment bonds for up to \$10 million dollars. A letter documenting bonding capacity from their Surety will be required to be submitted in the response to this RFQ. Not submitting a letter confirming bonding capacity may result in your proposal being deemed non-responsive and disqualified.

SERVICES TO BE PROVIDED:

Preconstruction Work Scope:

Meetings. CMAR will attend Project Team meetings with the City and the Project Architect at regularly scheduled intervals throughout the Preconstruction Phase. According to the phase, frequent (weekly/bi-weekly) Project Team meetings are anticipated prior to the City’s acceptance of the Guaranteed Maximum Price.

Timeline. CMAR will prepare an estimating and permitting timeline outlining the tasks required during the Preconstruction phase.

Estimates/Estimating - Design Development: CMAR will prepare an updated Estimate based on drawings and specifications within (30) calendar days of receipt of drawings and specifications per station/location.

50% Construction Documents: CMAR will prepare an updated estimate based on drawings and specifications within (30) calendar days of its receipt of drawings and specifications per station/location. Any significant deviations from the previous estimate relative to quantities, costs, and schedule will be identified along with a suggested action plan to realign the project with the budget. The estimate will be a detailed and comprehensive exercise further narrowing the

scope of assumptions and qualifications.

Guaranteed Maximum Price (GMP) Estimate – 100% Construction Documents: At 100% completion of the Construction Documents, CMAR shall submit the Guaranteed Maximum Price Estimate within (30) calendar days of its receipt of drawings and specifications per station/location. The Estimate will be a summary of general conditions, general requirements, insurances, bonds, fees, costs of the work, and actual subcontractor proposals tabulated with detailed scope completeness and accuracy, along with assumptions and qualifications.

Value Analysis and Constructability. Concurrent with each estimate, CMAR will submit a detailed list of value engineering options, complete with estimated costs and schedule impacts. CMAR shall also provide the City with continual input addressing constructability, availability of materials and qualified trades for specialized systems, comparative cost/benefit analyses for various building systems, construction means and methods, and budget/schedule impact as specific phases of the overall design are developed in order to ensure the development and completion of Contract Documents within the budget and schedule limitations.

Bid Package & Procurement. CMAR will develop bid packages and seek bids for materials to be utilized in the project. The City may choose to directly purchase items when deemed in the best interest of the City.

Construction Work Scope

Following negotiation of a Guaranteed Maximum Price (GMP) and execution of a Construction Services Agreement with a GMP, the Construction Manager will become the General Contractor.

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent will have the right to inspect the Contractor's files to determine the status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

Separate agreements will be developed based upon the preconstruction work and the construction work to be performed. The preconstruction agreement will be based upon negotiated rates.

A contract/agreement resulting from this **RFQ** will be subject to the terms and conditions set forth in a City Contract and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions as the City deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts or agreements or other documents until such are approved by the City Commission.

5) CONTRACT PERIOD

Unless otherwise agreed in a written document approved and signed by the City, the contract will be in effect for two (2) years from the date the Mayor or other authorized signer signs the contract on behalf of the City. There will be the option of renewal for up to three (3) additional one (1) year periods, not to exceed five (5) years in total, which renewals must be approved by the written consent of both parties and approval by City Commission or City Manager. Approximately forty-five (45) days prior to expiration of the initial contract period, the successful proposer will be notified by the City if the City seeks an extension of the contract term. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period must be presented by City staff to the City Commission for approval or rejection.

Upon written consent of both parties and approval of the City Commission or City Manager, the contract will be renewed for the additional terms as described.

6) GENERAL TERMS AND CONDITIONS

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations or licensure necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses and authorizations must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor having an office within the City is also required to have a business tax receipt unless otherwise not required to possess such receipt under the law. If a Contractor has an office within the City and is not legally required to have such receipt, the Contractor must provide a written explanation as to why such is not required. The City retains the discretion to review such explanation and determine whether business tax receipt compliance is excused.

If you have questions regarding required professional licenses and Business Tax Receipt, contacting the Building Department at (407) 656-4111.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, declares that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company, or parties making a Proposal; and that such proposal is made in all respects in good faith without collusion or fraud.

C) Taxes

The City, as a municipal government, is exempt from Federal Excise and State of Florida Sales Tax. No such tax may be charged to the City in connection with the City's purchase of goods or services from the Proposer.

D) Relation of City

It is the intent of the parties hereto that the Contractor will be legally considered an independent Contractor and that neither the Contractor nor their employees may, under any circumstances, be considered employees or agents of the City, and that the City will be at no time legally responsible for any negligence on the part of said Contractor or their employees or agents, which negligence results in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation of the Contract by the City at no further penalty or cost to the City will be accepted by this Contractor

on thirty (30) days prior written notice.

F) Termination

If the City determines that the Contractor has failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause. Furthermore, the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City will be the sole judge as to whether the Contractor has failed to perform as required.

G) Liability

The Contractor will not be held responsible for failure to complete any awarded contract due to causes beyond the Contractor's control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature, and similar extraordinary occurrences making performance impossible or illegal.

H) Assignment

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of any contract awarded pursuant to this solicitation, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively, about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes in the guise of social or other seemingly innocuous events such as meetings, introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Commission approval**, no firm or their agent may contact any other employee of the City in reference to this Proposal, with the exception of the Facilities Division Manager or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid/Proposal

Each Proposer must submit with their proposal, the forms required by this **RFQ**. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subcontractor to any other firm submitting under the same **RFQ**.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Proposal will be governed by the City of Winter Garden's Purchasing Policies and Procedures together with any applicable local ordinances pertaining to same.

L) **Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, contractor, sub-contractor, or sub-contractor under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) **Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFQ** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) **Prohibition of Gifts to City Employees**

No organization or individual may offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition of the individual, firm, and/or any employee of the firm from further contact with Citystaff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, **RFQ**, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

O) **Immigration Reform and Control Act / E-Verify**

Proposer acknowledges, without exception or stipulation, any firm(s) receiving an award will be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

Proposer shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Proposer. Furthermore, any subcontract Proposer enters into with a subcontractor or subrecipient to perform work under this Agreement must contain the following language: "The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by Proposer on or after the effective date of this contract and thereafter during the remaining term of such contract.” If Proposer fails to comply with the foregoing or § 448.095 or § 448.09(1), Florida Statutes, the City will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of any awarded contract. If the City terminates an awarded contract due to Proposer’s or a subcontractor’s (or subrecipient’s) failure to comply with § 448.095 or § 448.09(1), Florida Statutes, Proposer will be liable to the City for any additional costs or expenses incurred by the City as a result of the termination of such agreement. Furthermore, Proposer agrees to indemnify, defend, and hold harmless the City from and against any fines, sanctions, or penalties levied against the City by a governmental agency arising from the Proposer’s failure or alleged failure to comply with this section, including, but not limited to, the City’s loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

P) Billing Instructions – Awarded Contractor

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and must be submitted to the City of Winter Garden, Accounts Payable 300 W Plant Street, Winter Garden, FL 34787. Specific format of the invoice will be negotiated between the City and the contractor prior to the first invoice being submitted. Regardless, all invoicing and payments will be made in accordance with the applicable provisions of Part VII of Chapter 218, Florida Statutes, the Florida Prompt Payment Act, as amended from time to time.

7) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include specific Insurance Requirements that must be complied with as material terms of any contract awarded pursuant to this solicitation.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer’s insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision is not limited in any way by the agreed contract price or the Proposer's limits or lack of sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer’s bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) **Acknowledgment of Bonding Requirements**

By executing and submitting its bid, Proposer acknowledges that it has read and understands any applicable bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Must be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond will be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds must be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers will be held until a contract been executed by the successful Proposer and same has been delivered to the City together with the required bonds and proof of insurance. No bids, including alternate bids, may be withdrawn until one hundred and eighty (180) days have passed since the bid closing date. If a bid is not accepted within such time period, the bid will be deemed rejected. If the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City will retain the right to subsequently award to the successful Proposer said alternates at a later time as approved by the Finance Director or his/her designee and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds must be submitted to the Facilities Division Manager within seven (7) days of receipt of the city's executed work/task order by Proposers receiving an award and written for 100% of the total estimate for the cost of the project. The Performance and Payment Bonds must be underwritten by a surety authorized to do business in the State of Florida and that is otherwise acceptable to Owner; provided, however, the surety must be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category, and the amount required may not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the contract amount is less than \$500,000, the requirements of Section 287.0935, Florida Statutes, will govern the rating and classification of the surety.

All performance security under the subsequent contract must be maintained in full force and effect throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids/Proposals

All bids/proposals are to be delivered before 2:00 pm, local time, on or before May 11, 2022 to:

City of Winter Garden
FIRE STATION BID
300 W Plant Street
Winter Garden, FL 34787

The City bears no responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier.

Proposers must submit one (1) original, three (3) hard copies, and one (1) electronic copy on USB for document management purposes. All responses and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, please provide an additional USB with a redacted version of your response labeled REDACTED. Failure to do so will be deemed as the Proposer's waiver as to any rights the Proposer may have to keep any such information confidential or exempt from disclosure under Florida's public records laws. Electronic copies must be in either Microsoft Word or Adobe format – the most recent software version.

E) Evaluation of Bids/Proposals (Procedure)

The City's procedure for evaluation and selection is as follows:

1. The City Manager shall approve an Evaluation Committee to review all RFQs submitted. There will be a minimum of three members on the committee, but always an odd number so as to avoid any ties or draws.
2. All evaluation committee members must review the Request for Qualifications (**RFQ**) issued.
3. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second highest score ranked second, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.
4. Each response will be evaluated for full compliance with the RFQ instructions to the respondents and the terms and conditions set forth within the RFQ document. The objective of the evaluation will be to recommend the firm(s) whom is most fully qualified based upon the herein described needs of the City. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked individual/firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Facilities Division Manager to schedule the top three ranked individuals/firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as the City may deem appropriate.

Receipt of a submittal by the City or a submission of a submittal to the City confers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer must immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Facilities Division Manager will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or any such ambiguity, conflict, discrepancy, omission, or other claimed error will be deemed waived by the Proposer.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs or expenses incurred by any proposer in the preparation of its response to this **RFQ** or proposal, nor for the presentation of the proposer's Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The City reserves its rights to waive any irregularities in the solicitation process, to reject any or all proposals, or to re-solicit this RFQ if desired.

Any proposal that is incomplete, conditional, obscured, or which contains irregularities of any kind, may be rejected by the City. If the successful proposer defaults upon its obligations or otherwise refuses to enter into the City contract upon selection, the City reserves the right to accept the next best proposal of any other proposer or to re-advertise using the same or revised documentation in the City's sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Facilities Division Manager to a proposer(s) for clarification of Qualification(s) must be in writing. A proposer's failure to respond to request for clarification may result in such proposer being deemed non-responsive and serve as just cause to reject the proposer's response to this solicitation.

J) Validity of Qualifications

No proposal may be withdrawn after it is filed unless the Proposer requests withdrawal in writing addressed to and received by the City prior to the time set for the closing of Qualifications.

All proposals received by the City (unless duly withdrawn as provided above) remain valid for a period of one hundred eighty (180) days following the date of submission to the City for consideration.

K) Response Format

1. Proposals are deemed bona fide offers to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms, and conditions of the resulting contract.
2. To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFQ**. Any portions of a proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the proposal. However, any proposal that contains any such compliance issues may be deemed by the City to be non-responsive.
3. Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFQ**.
4. All copies of the proposal submitted should be bound and tabbed. The utilization of recycled paper for submission of proposals is strongly encouraged.
5. The items listed below must be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in the rejection of its proposal.

Title Page:

RFQ #22-0001 Construction Manager at Risk (CMAR) FIRE STATION 21

Table of Contents:

Tab I – Letter of Transmittal:

A signed letter of transmittal briefly stating proposer's understanding of the work to be done, the projected timetable for completion of study and statements why the proposer believes they are the best qualified to perform this project.

Tab II – Company History:

Provide a brief history of the firm, including number of years in business, organizational structure and list of any personnel to be assigned to this project.

Tab III – Qualification/Experience:

Provide professional credentials, certifications and experience of the firm and each of the personnel who will work on this project (include resumes). Include all experience specific to the construction of fire stations and fire administration buildings, for both the firm and any assigned project personnel.

Tab IV – Scope Response:

Describe your understanding of the scope of services and the City’s needs together with any specialized skills your firm will provide.

Tab V – Approach to Project:

Provide in detail your firm’s approach and methodology as it relates to Construction Management at Risk for projects of this nature as specified in the RFQ.

Tab VI – References:

You must submit a minimum of five (5) public agency references who engaged the firm and assigned personnel for similar projects and related processes or activities. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client must include the following:

1. Client name, address, email address and current telephone number
2. Description of services provided.
3. Time period of the project or contract.
4. Client’s contact reference name, email and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the included Reference Form.

A uniform sample of references will be checked for each Proposer.

Tab VII – Statement of Litigation:

Provide a list of current litigation matters and outstanding judgments and liens, if any, undertaken or assessed against the firm or its personnel to be assigned to this project occurring within the last five (5) years prior to the date of this solicitation.

Tab VIII – Documents:

Professional Certifications/Licenses

Tab IX – Required Forms:

See Section 7 of this document

Tab X – Additional Data:

Any addition(s), exception(s), or clarification(s) the proposer may deem pertinent to this proposal.

L) Qualification Evaluation Committee and Evaluation Factors

All Qualifications are subject to the City’s review and evaluation process. It is the intent of the City that all proposers responding to this RFQ who meet the requirements will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable of meeting all of the requirements of the solicitation and any subsequent awarded contract. A responsible entity must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document its ability to provide good faith performance.

Proposals must include all of the information solicited in this RFQ and any additional data that the offerer deems pertinent to the City’s understanding and evaluation of the offeror’s proposal. Proposers may not withhold any information from their written responses in anticipation of presenting the information orally or in a demonstration, because oral presentations or demonstrations may not be allowed or otherwise permitted as part of the evaluation process. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include such criteria as technical response, qualifications and experience.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be issued by the City as a written addendum to this solicitation. Such request for clarification will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Experience (CMAR & Project Team)	30
Proposer's Qualifications (CMAR & Project Team)	20
Current Workload	25
Approach to the Engagement	15
Technical Response and References	10
Total Points	100

Drug-Free Workplace: In accordance with § 287.087, Florida Statutes, preference will be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to quality and service, are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace will be given preference in the award process. NOTE: If a proposer wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Winter Garden, these services should be identified and included in the request response.

Tie Breaker: If a tie occurs (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work will receive the higher ranking, the firm with the next lowest volume of work will receive the next highest ranking, and so on and so forth. If neither Contractor/Vendor/Consultant has performed any work for the City in the preceding five year period, preference will be given to the Proposer located within the city limits or principal office closest to Winter Garden City Hall.

8) **CONTRACT/AGREEMENT AND ALL REQUIRED FORMS**

Required Forms:

1. Proposers Checklist
2. Conflict of Interest Affidavit
3. Proposers Qualification Form
4. Declaration Statement
5. Insurance Requirements
6. Drug Free Workplace Certification
7. Non-Collusion Affidavit of Prime Qualifier
8. Acknowledgements
9. Compliance with Public Records Law
10. References Form
11. Public Entity Crimes Statement
12. Firm Information
13. Sub-Contractor Listing
14. W9
15. Label
16. Addendums
17. Financial Statement (**Separate Sealed Envelope**)

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your proposal.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda has been signed and included.
- Financial Statement in a separate envelope
- The mailing envelope has been addressed to:

City of Winter Garden
Fire Station Bid
300 W Plant Street
Winter Garden , Florida 34787

- The **mailing envelope must be sealed and marked** with Qualification Number "**RFQ 22-0001**", Qualification Title "**Construction Manager at Risk (CMAR) FIRE STATION BID**" and **May 11, 2022 "@ 2:00 pm"**.
- The Qualification will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Qualification cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (inclusive of its employees, officers and/or agents) certifies and hereby discloses, that, to the best of its knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise), which relates to the proposed work and is pertinent as to whether the firm (inclusive of its employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (inclusive of its employees, officers and/or agents) agrees to immediately notify in writing the Facilities Division Manager or designee, if any actual or potential conflict of interest arises during the solicitation process or contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by _____, who is personally known to me to be the/for the Firm, OR who produced the following identification: _____.

STAMP OR SEAL:

Notary Public, State of _____

My Commission Expires: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS IN WHICH YOU ARE THE CANDIDATE FOR AWARD:

INFORMATION ABOUT COMPLETED PUBLIC SAFETY PROJECTS IN PAST FIVE YEARS:

Have you, at any time, failed to complete contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against firm in the last five (5) years:

FEES:

List total fees for work done on all projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach an additional page if necessary.

\$ _____ **Total Fees for work done on all PAST projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required): _____

Other References: (Use additional sheets if necessary):

TYPE OF FIRM:

- Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____ . If firm is a corporation, by signing this form, Proposer certifiesthat the firm is authorized to do business in the State of Florida.
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

RE: RFQ NO. 22-0001 “Construction Manager at Risk (CMAR) FIRE STATION 21”

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification (*i.e.*, proposal) or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101- 1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ# 22-0001**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2022 in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- =====
- | | |
|---|---|
| <input checked="" type="checkbox"/> 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and Requirements. |
| <input checked="" type="checkbox"/> 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$2,000,000</u> single limit per
occurrence |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Winter Garden, including its | |

. If any state or federal law requires that the Contractor/Vendor/Consultant's liability be capped or limited at a certain amount, then such cap shall be at \$4 million dollars, which the parties agree bears a reasonable commercial relationship to the scope of the project contemplated herein; otherwise, such indemnification obligation will not be limited in any way. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Winter Garden .

- | | |
|--|--|
| <input checked="" type="checkbox"/> 4. Automobile Liability | \$ <u>500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included
(Coverage Symbol 1 (Any
Auto)) |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| <input checked="" type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| <input checked="" type="checkbox"/> 8. The City of Winter Garden must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. Any such additional insured endorsement must specifically reference the proposer's contractual obligation to indemnify and hold harmless the City as set forth herein. | |

INSURANCE REQUIREMENTS

(Continued)

- 9. The City of Winter Garden shall be named as the Certificate Holder and Additional Insured.

NOTE: The "Certificate Holder" should read as follows:

City of Winter Garden
Winter Garden, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.

CLAIMS MADE POLICIES. Any insurance policies written on a Claims Made Form must maintain a retroactive date prior to or equal to the effective date of any awarded contract. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP does not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor and the City of any contractual obligations that may alter its professional liability coverage under the Agreement.

WAIVER OF SUBROGATION. The Contractor hereby waives all rights against the City and its contractors for damages by reason of any claim, demand, suit or settlement (including workers’ compensation) for any claim for injuries or illness of anyone, or perils arising out of an awarded contract. The Contractor shall require similar waivers from all of its subcontractors. Contractor’s insurance policies must include a waiver of subrogation in favor of the City. This provision applies to all policies of insurance required under the Agreement (including Workers’ Compensation, and general liability).

=====

[REMAINDER OF PAGE INTENTIONALLY BLANK –

SIGNATURE PAGE TO FOLLOW]

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES
 NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;

Neither the said Proposer, nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF WINTER GARDEN .

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by _____, who is personally known to me to be the for the Firm, OR who produced the following identification: _____.

STAMP OR SEAL:

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGEMENTS

RFQ# 22-0001 – Construction Manager at Risk (CMAR) Fire Station 21 To:

**City of Winter Garden
300 W Plant Street
Winter Garden , FL 34787**

_____ (Contractor) agrees to provide **CONTRACTOR SERVICES** as defined in this Request for Qualifications document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Qualifier/Contractor has carefully examined the RFQ requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the **CONTRACTOR SERVICES** called for by the RFQ documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Qualifications submittals and guarantees the future related proposals for a period not to exceed one hundred twenty (120) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFQ.

Upon award of this RFQ, the City and Qualifier/Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFQ Documents.

The RFQ Document constitutes the entire agreement between City and Qualifier/Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Qualifier/Contractor, by signing these RFQ Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Qualifier/Contractor shall guarantee **CONTRACTOR SERVICES** within _____ calendar days from receipt of Purchase Order or Work Authorization/Notice to Proceed.

Dated this _____ day of _____, _____ \

(Month) (Year)

INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER FORM OF ENTITY

By: _____ / _____

(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____



COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, must identify with specificity the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary or permitted, citing the appropriate statutory basis for same. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each and marking each such exempt or confidential part as such. In addition to the foregoing, proposals containing any information the Proposer deems confidential must include a redacted version of the proposal labeled REDACTED that the City may utilize in the event of its receipt of a public records request for such information. Failure to comply with these requirements will be deemed as the Proposer's waiver as to any rights the Proposer may have to keep any such information confidential or exempt from disclosure under Florida's public records laws.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFQ #22-0001**

Date: _____

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided similar services (specifically fire station/fire administration building construction) as described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**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 the City of Winter Garden of
by: _____ [NAME] as the _____ [TITLE] of
_____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is, _____

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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “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 charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury 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 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 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 for the provisions of goods or services 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.
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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an entity, or an 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, and agents who are active in management of an 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 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by _____, who is personally known to me to be the for the Firm, OR who produced thefollowing identification: _____.

STAMP OR SEAL:

Notary Public, State of _____
My Commission Expires: _____

INDIVIDUAL/FIRM INFORMATION

Firm is a:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate	Exempt payee code (if any) _____
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
OR										
Employer identification number										
				-						

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number

(IN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cut and use this label for Qualification Package

CITY OF WINTER GARDEN
FIRE STATION BID
300 W Plant Street
WINTER GARDEN , FL
34787

RFQ# 22-0001

CONSTRUCTION MANAGER AT RISK (CMAR)

FIRE STATION BID

OPENING DATE/TIME: May 11, 2022
2:00 PM