

REQUEST FOR QUALIFICATIONS

URBAN PLANNING CONTINUING PROFESSIONAL SERVICES

RFQ # 2024-01

**Town of Howey-in-the-Hills
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737**

352-324-2290

CALENDAR OF EVENTS / RFQ TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the TOWN OF HOWEY-IN-THE-HILLS. If the TOWN OF HOWEY-IN-THE-HILLS finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFQ	August 19, 2024
Last Day for Questions	September 6, 2024 (11:00 a.m.)
Addendums Posted (If Necessary)	September 9, 2024
Submission Deadline	September 16, 2024 (2:00 p.m.)
Public Opening of Submitted Packets	September 16, 2024 (2:15 p.m.)
Vendor Presentations (If Necessary)	September 18-20
Award and Enter into Contract Negotiations	September 23, 2024

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR QUALIFICATIONS

Sealed qualifications will be received by the Town of Howey-in-the-Hills at Town Hall located at 101 N. Palm Ave., Howey-in-the-Hills, Florida 34737 until 2:00 p.m. on September 16, 2024. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace qualifications at any time until the deadline for submission of qualifications.
- All questions received by September 6, 2024 (11:00 a.m.) will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing and emailed to jbrock@howey.org
- Do not attempt to contact any Selection Committee Member, staff member or any person other than John Brock for questions relating to this project. Anyone attempting to lobby Town of Howey-in-the-Hills representatives may be disqualified. The Selection Committee Members shall be Sean O'Keefe, Town Manager; John Brock, Town Clerk; Morgan Cates, Public Works Director.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Town Clerk's Office for the Town of Howey-in-the-Hills, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Town Clerk's Office, Town Hall, 101 N Palm Ave., Howey-in-the-Hills, Florida 34737 between 8:00 A.M. to 5:00 p.m. Monday through Thursday, 8:00 to 3:45 p.m. on Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR HOWEY'S WEBSITE (www.howey.org) FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Qualification Package or alternate RFQ submitted:

- ☐ Three (3) printed copies of the firm's submittal packet, and one (1) electronic single PDF version on a Flash Drive in a sealed envelope with the applicant's name clearly marked, and noted "RFQ 2024-01 Urban Planning Continuing Professional Services".
- ☐ RFQ Cover Page. This is to be used as the first page of the RFQ. This form must be fully completed and signed by an authorized officer of the vendor.
- ☐ Tab A – Statement of Interest
- ☐ Tab B – Form 1 – Firm Profile
- ☐ Tab C – Team Composition and Resumes
- ☐ Tab D – Form 2 – Outside Key Consultants

☒ Tab E – Form 3 – Location

☒ Tab F – Form 4 – Illustrative Work

☒ Tab G – References

☒ Tab H – Additional Information

☒ Tab I – MBE Preference

☒ Tab J – Additional Required Documents

- Proposer's Certification / Addenda Acknowledgement Form
- Qualification Form
- Statement of Terms and Conditions - statement must be signed and returned with the RFQ form.
- Hold Harmless Agreement
- A sworn, notarized Drug Free Work Place Certificate must accompany each Qualification Package or alternate RFQ.
- Public Entity Crimes Form
- Conflict of Interest Disclosure Form
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Qualifications Form (if applicable).
- A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the Town.

PART 2 - INTRODUCTION

PURPOSE

The Town of Howey-in-the-Hills, Florida ("the TOWN") is interested in selecting an urban planning firm(s) that can provide the required services. The Town requests that qualified firms submit letters of interest and qualifications for consideration in the selection of an urban planning firm. The Town may select, or not select, at their sole discretion, any firm that the Town feels will best address their needs.

SELECTION PROCESS

While not required for urban planning services, selection of the firm will align closely with Florida Statute 287.055(g), through the following process:

1. Request for Qualifications (RFQ). Selection will be based on the criteria as defined within this Request for Qualifications. The Town has the absolute ability to select the firm(s) strictly based on the response to this RFQ. However, review of responses by Town may result in a short-list of firms to be interviewed.
2. After interviews (if required), candidates will be ranked, with the highest ranked firm(s) selected to enter into contract negotiations.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective firms must submit a complete response as required by the RFQ checklist of items found in Part 1. Firm must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFQ.

GENERAL SELECTION CRITERIA

The Town's intent is to minimize the cost to firms who are responding to this request for qualifications, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused qualifications that document your firm's suitability for this Project and understanding of the Project and Town. Experience must be described by each firm if there are multiple firms proposed as one team.

The services being sought under this RFQ are professional in nature. Consequently, the evaluation of the qualifications will be based upon the capabilities of the respondents and will result in an award that is in the best interest of the Town. Factors to be considered in the evaluation include:

- Capability of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Responses from a minimum of five references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFQ.

ADDITIONAL CONDITIONS

- The Town reserves the right to reject any or all Qualifications received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of qualifications by the Town, the qualifications shall become the property of the Town without compensation to the proponent, for disposition or usage by the Town at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached

before the 30-days expires.

- **Costs to Prepare Responses:** The Town assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these qualifications.
- **Equal Employment Opportunity:** During the performance of this Contract, the Firm agrees as follows: The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF QUALIFICATIONS DOCUMENTS

- Each vendor shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the Town of Howey-in-the-Hills in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the RFQ/Contract Documents. Any questions or request for interpretation received IN WRITING by the Town of Howey-in-the-Hills before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFQ opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Qualification Form.
- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her RFQ package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFQ will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF QUALIFICATION

Signature of the Vendor: The Vendor must sign the Qualification forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ forms must be submitted. The Vendor shall state in the Qualification Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Town of Howey-in-the-Hills, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Town of Howey-in-the-Hills funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Consultant shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Town of Howey-in-the-Hills is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The Town of Howey-in-the-Hills actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Consultant must be able to verify an employee's eligibility to work in the U.S. upon demand by the Town of Howey-in-the-Hills throughout the duration of the contract.

TOWN OF HOWEY-IN-THE-HILLS

The Town of Howey-in-the-Hills is a unit of local government and as such reserves the right to reject any and/or all RFQ packages, reserves the right to waive any informalities or irregularities in the RFQ or examination process, and reserves the right to award the RFQ and/or contracts in the best interest of the Town of Howey-in-the-Hills.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the Town, 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.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

the Town of Howey-in-the-Hills shall be entitled to audit the books and records of the Consultant or any sub-Consultant to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Consultant for a period of three (3) years from the date of final payment under the Agreement and by the sub-Consultant for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a period of three (3) years which may be renewed on an annual basis for additional consecutive one (1) year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of the agreement, including any periods of renewal.

PART 3 SCOPE OF SERVICES

BACKGROUND

The Town of Howey-in-the-Hills is located in Lake County, Florida, near the Florida Turnpike. It is centrally located within the County, just west/northwest of Orlando. The population is roughly 1,800 residents.

Howey-in-the-Hills has entitlements and development proposals which would significantly increase the population of the Town.

OBJECTIVE

The Town of Howey-in-the-Hills is seeking qualified consultants (Urban Planning Professionals) to provide professional urban planning services on an ongoing basis. Assignments will include special projects, analyses and work intended to assist the Town's Development Services Department with development review. Urban planning Services may include, but are not limited to:

- Transportation Analyses
- Housing Needs Study including Housing Affordability
- Assigned Certified Planner to review development applications (as needed)
- Comprehensive Plan and Land Development Regulation policies

The successful firm shall provide the services included above but not limited to the same. Other services may be requested during the course of the contract.

SCOPE OF WORK

The firm shall function as an extension of the Town's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the contract. The Town, at its option, may elect to expand, reduce, or delete the extent of each work element.

Work to be performed by the firm shall be on an assignment-by-assignment basis. Work assignments shall be made by Town Administration. Prior to any work assignments being made, based on mutual discussions between the Town and the firm, the firm shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assigned by the Town shall be in writing. The firm shall perform no work under the contract without written authorization. The firm shall not be compensated for any work performed without written authorization.

The resulting "continuing contract" shall provide for issuance of Individual Project Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

PART 4 EVALUATION AND AWARD

RFQ EVALUATION

This Request for Qualifications includes following all the procedures in this document and sending the sealed RFQ information to the Town of Howey-in-the-Hills by the due date and time. Once the RFQ's are received, the Selection Committee members will independently review each submittal and score each RFQ based on the evaluation criteria. All RFQ's received in accordance with this Request for Qualifications will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points	Points Given
1. Qualifications, skillset, and experience of key personnel and ability to provide qualified services	35	
2. Relevant experience in comparable projects/services and experience with similar size and type jurisdictions in similar environments, including client references	30	
3. Capability of the Consultant to perform the services required	20	
4. References	10	
5. Minority Business: If the firm, or its sub-contractors, are designated as a minority business by the State of Florida, five (5%) points shall be awarded	5	
	Total:	

Once the Selection Committee has independently scored all RFQ submissions using the scoring criteria listed above, scores will be tallied to determine the highest three ranking firms for award to the Town Commission and to enter into contract negotiations. The Selection Committee may make recommendations based on the scoring of the RFQ submittals alone, without requiring formal presentations, at their sole discretion.

If vendor presentations are necessary, presentations will be a total of 30 minutes. Each firm will have up to 20 minutes for their presentation and 10 minutes for questions and answers with the Selection Committee. Presentations will be timed and terminated if they extend beyond 30 minutes. Vendor presentations meetings will not be open to the public per F.S. 119.071 relating to House Bill 7223.

The Town will provide a projector screen. All other equipment must be provided by the presenting firm. If a firm brings handouts or written materials a total of five (5) are required.

The scoring criteria listed below will be used by the Selection Committee for vendor presentations:

Vendor Presentations Evaluation Scoring Criteria

	Possible Points	Points Given
1. Respondent approach to the projects	55	
2. Thoroughness of coverage of relevant material	10	
3. Organization and timing of Presentation	10	
4. Communication skill of the presenter(s)	10	
5. Ability to respond to Committee member inquiries	15	

Once the Selection Committee has scored the individual/firm(s) following the vendor presentations the score sheets will be tallied and the highest-ranking firm based on the vendor presentations will be recommended for award to the Howey-in-the-Hills Town Council and to enter into contract negotiations.

Anyone attempting to lobby Town Commission representatives on the selection committee may be disqualified.

PROCEDURE REQUIREMENTS

Qualification submittals will be reviewed and ranked by the Town's Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Qualifications. The Committee will recommend its ranking of the top firm to the Town Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. While not required for urban planning services under Florida Law, the selection will align closely with the accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.). The Town of Howey-in-the-Hills reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONSULTANT 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 Town of Howey-in-the-Hills, 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 Town of Howey-in-the-Hills approval. In the event the requested substitute person is not satisfactory to the Town of Howey-in-the-Hills and the matter cannot be resolved to the satisfaction of the Town of Howey-in-the-Hills, the Town of Howey-in-the-Hills reserves the right to cancel the contract for cause.

NEGOTIATION

The Town of Howey-in-the-Hills reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The Town of Howey-in-the-Hills 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 Town of Howey-in-the-Hills.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the Town of Howey-in-the-Hills, 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 Town 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.

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.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFQ until final Town of Howey-in-the-Hills action, the Respondent shall not discuss the RFQ or any part thereof with any employee, agent, or representative of the Town of Howey-in-the-Hills except as expressly authorized by the Town of Howey-in-the-Hills point of contact identified in this RFQ above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's qualifications package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any Town of Howey-in-the-Hills employee. Only those communications that are in writing from the authorized Town of Howey-in-the-Hills point of contact, John Brock, shall be considered pertinent to this RFQ. Only communications from the Respondent that are signed and in writing will be recognized by the Town of Howey-in-the-Hills as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the Town of Howey-in-the-Hills is not obligated to make an award under or as a result of this RFQ or to award such contract. The Town of Howey-in-the-Hills reserves the right to award such contract, if any, to the best qualified Respondent(s).

The Town of Howey-in-the-Hills has the sole discretion and reserves the right to cancel this RFQ, 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 Town of Howey-in-the-Hills' best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the Town of Howey-in-the-Hills, the "Standard Insurance Requirements" described herein. Consultants responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the Town of Howey-in-the-Hills, a COI will be required. Work is defined as any service provided to the Town of Howey-in-the-Hills by a vendor/Consultant who must access Town property in order to provide the service(s). The requirements contained herein, as well as the Town's review or acknowledgment, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Consultant shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Consultant does not own automobiles, the Consultant shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Consultant shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Consultant shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Consultant shall endorse the Town of Howey-in-the-Hills as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the Town of Howey-in-the-Hills is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Consultant shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Consultant shall endorse the Town of Howey-in-the-Hills as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Consultant shall endorse the Town of Howey-in-the-Hills as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – CITYs, Lessees, or Contractors, or CG2026 Additional Insured – CITYs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Consultant shall endorse the Town of Howey-in-the-Hills as an Additional Insured under the Consultant's Commercial Umbrella/Excess Liability as required herein.

Indemnification The consultant shall indemnify and hold harmless the Town of Howey-in-the-Hills and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the consultant. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Consultant shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the Town of Howey-in-the-Hills, the Consultant shall, when requested by the Town of Howey-in-the-Hills, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Consultant shall provide a Waiver of Subrogation in favor of the Town of Howey-in-the-Hills, Consultant, subconsultant, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Consultant enter into such an agreement on a pre-loss basis.

Right to Revise or Reject the Town of Howey-in-the-Hills reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the Town of Howey-in-the-Hills reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the Town of Howey-in-the-Hills shall provide the Consultant written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the Town of Howey-in-the-Hills, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Consultant against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Consultant shall provide the Town of Howey-in-the-Hills with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the Town of Howey-in-the-Hills is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Consultant agrees to furnish the Town of Howey-in-the-Hills prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the Town of Howey-in-the-Hills, the Consultant agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The Town of Howey-in-the-Hills shall have the right, but not the obligation, of prohibiting the Consultant from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Consultant agrees the Town of Howey-in-the-Hills reserves the right to withhold payment to the Consultant until evidence of reinstated or replacement coverage is provided to the Town of Howey-in-the-Hills. If the Consultant fails to maintain the insurance as set forth herein, the Consultant agrees the Town of Howey-in-the-Hills shall have the right, but not the obligation, to purchase replacement insurance, and the

Consultant agrees to reimburse any premiums or expenses incurred by the Town of Howey-in-the-Hills. The Consultant agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Town of Howey-in-the-Hills has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Town, Lessees, or Consultants, or CG 2026 Additional Insured – Town, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the Town of Howey-in-the-Hills is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:
Town of Howey-in-the-Hills
101 N Palm Ave.
Howey-in-the-Hills, FL 34737

The consultant shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Consultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

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

The Town shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subconsultant 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 Town of any insurance supplied by the Consultant, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - QUALIFICATION DOCUMENTS

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 RFQ. 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 Town of Howey-in-the-Hills is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

QUALIFICATIONS PACKAGE GUIDELINES

To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the Town of Howey-in-the-Hills' sole discretion, be rejected.

the Town of Howey-in-the-Hills EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

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. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

QUALIFICATIONS PACKAGE SECTIONS

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

TABLE OF CONTENTS.

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 Town of Howey-in-the-Hills.

Include additional relevant information not requested elsewhere in the RFQ.

The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab B. FIRM PROFILE: Complete Form 1. Attach a copy of the Firm's current State of Florida Town of Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subconsultants and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current State of Florida Professional Regulation License.

Tab D. OUTSIDE KEY CONSULTANTS List of outside key consultants/associates that will be used for the Town of Howey-in-the-Hills' project: Complete Form 2.

Tab E. LOCATION: Complete Form 3.

Tab F. ILLUSTRATIVE WORK: Complete Form 4. (Form 4 may be reproduced and attached in sequence.)

Tab G. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFQ. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab H. ADDITIONAL INFORMATION: Provide information describing the Firm's approach to performing the work advertised in the RFQ. Provide information describing project management techniques and quality assurance and quality control measures that will be provided by the firm to ensure that work completed for the Town is of the highest quality. Provide information demonstrating an understanding of the needs of the Town of Howey-in-the-Hills. Provide information on innovative approaches that will benefit the Town. Provide other information that the Firm deems applicable to this RFQ.

Tab I. MINORITY BUSINESS ENTERPRISE (MBE) PREFERENCE: Provide proof of MBE certification as defined in F.S. 288.703, and as specified in F.S. 287.0943 and F.S. 287.09431.

Tab J. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFQ, listed within the Qualification Documents Checklist of Items Required to be submitted.

RFQ COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (FEIN):

State of Florida License Number (If Applicable):

Name of Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

Town, State, Zip:

Telephone:

Fax:

Organizational Structure – Please Check One:

Corporation ☐ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:

Date of Incorporation:

State of Incorporation:

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

PROPOSER'S CERTIFICATION

Submit To: Town of Howey-in-the-Hills 101 N Palm Ave. Howey-in-the-Hills, FL 34737 352-324-2290		Town of Howey-in-the-Hills REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: September 16, 2024		DUE TIME: 2:00 p.m.		RFQ # 2024 - 01
TITLE: Urban Planning Services				
VENDOR NAME:		PHONE NUMBER:		
VENDOR MAILING ADDRESS:		FAX NUMBER:		
Town/STATE/ZIP:		E-MAIL ADDRESS:		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p>				
_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #	_____ Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for Town of Howey-in-the-Hills, respondent agrees that if this RFQ is accepted, the respondent will convey, sell, assign, or transfer to the Town of Howey-in-the-Hills all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Town. At the Town of Howey-in-the-Hills discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature		_____ Date
<i>This form must be completed and returned with your Submittal</i>				

QUALIFICATIONS FORM FOR THE TOWN OF HOWEY-IN-THE-HILLS



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the Town of Howey-in-the-Hills to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFQ and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions For RFPs, RFQs, and Bid

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 qualifications/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Qualifications/Bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The consultant shall indemnify and hold harmless the Town of Howey-in-the-Hills and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives. **PROHIBITION OF LOBBYING:** During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Town awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Town, or any Town employee other than John Brock in writing via email to jbrock@howey.org. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFQ) or Invitation to Bid (BID) must be submitted in writing to the contact listed in the solicitation or the Town Clerk.

ANTI TRUST LAWS: By submission of a signed RFQ or BID, the successful vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Town's at the time of the RFP, RFQ or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFQ/BID Contract Documents. Any inquiry or request for interpretation received by John Brock via email to jbrock@howey.org before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFQ/BID opening date. Each respondent shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFQ's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/RFQ/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/RFQ's/ BID's received. The Town and/or his consultant do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/RFQ's/BID's, will be available for public inspection ten days after opening of the RFQ's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/RFQ's/Bids submitted in response to this solicitation become the property of the Town. Unless information submitted is proprietary, copy written, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/RFQ/BID, in its best interest.

TAXES: The Town of Howey-in-the-Hills is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFQ/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/RFQ/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/RFQ/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFQ/BID price or the RFP/RFQ/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Town's to vendors is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

CITYSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFQ/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Town. Reference to literature submitted with a previous RFP/RFQ/BID will not relieve the Bidder from including any required documents with this RFP/RFQ/BID. **EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/RFQ/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the FIRM will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Town of Howey-in-the-Hills will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service. **DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug

Free Workplace Vendor shall have the burden of demonstrating that his program complies with the Town of Howey-in-the-Hills, is a political subdivision of the State of Florida, and reserves the right to cancel an RFQ and to reject any and/or all submittals, reserve the right to waive any and all informalities or irregularities, to re-advertise with either the identical or revised specifications, and reserve the right to award contracts and/or in the best interest of the Town. Submittals not meeting stated minimum terms and qualifications may be rejected by the Town as non-responsive. The Town reserves the right to reject any or all submittals without cause. The Town reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Town, or who has failed to perform faithfully any previous contract with the Town's or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFQ/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Verizon time is hereby established as the Official Time of the City's.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFQ/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFQ/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFQ/BID must be submitted. The Proposer/Bidder shall state in the RFQ/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/RFQ/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/RFQ/BID FORM. If there is a discrepancy on the RFP/RFQ/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/RFQ/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFQ identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/RFQ/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Town's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Qualifications/Bids. However, Proposals/Qualifications/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/RFQ/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Town may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Town shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/RFQ/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Town's representative. All work will proceed in a timely manner without delays. The Consultant shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency can Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Town Clerk. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/RFQ/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFQ/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFQ/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/RFQ/BID specification for any item(s). If RFQ's/BID's are based on equivalent products, indicate on the RFP/RFQ/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/RFQ/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP/RFQ's/BID's which do not comply with these requirements are subject to rejection. RFP/RFQ's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFQ/BID FORM. The Town is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Town unless evidenced by a Change Notice issued and signed by the Town or designated representative.

QUANTITIES: The quantities as specified in this RFP/RFQ/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/RFQ/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Town within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original Town format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

*This document must be completed and returned
with your Submittal*

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Consultant agrees to hold the Town of Howey-in-the-Hills harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Consultant.

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Consultant shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the Town representative requesting the service.

By signature upon this form the Consultant stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Consultant-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFQ or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____,

Type of Identification Produced _____

This document must be completed and returned with your Submittal

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

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____,

Type of Identification Produced _____

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

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

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20____, by
_____.

Personally Known _____ OR Produced Identification _____,

Type of Identification Produced _____

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATIONS PACKAGE

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. 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

OUTSIDE KEY CONSULTANTS

If respondent is not a joint venture, list outside key consultants/associates that shall be used for the proposed project. (Form may be reproduced if additional space is necessary.) Include resume of all individuals assigned to this project including projects they have worked on and contact names for each.

Company Name:

Address of office proposed:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work	Name of Individual Assigned	Firm Worked with prime before (Yes or No)

Attach resume and projects.

Company Name:

Address of office proposed:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work	Name of Individual Assigned	Firm Worked with prime before (Yes or No)

Attach resume and projects.

Company Name:

Address of office proposed:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work	Name of Individual Assigned	Firm Worked with prime before (Yes or No)

Attach resume and projects.

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

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

FORM 3

LOCATION

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

3. Indicate percentage of total overall project fees projected to be performed by the Prime Consultant's office specified above.

_____ %

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

4. Indicate percentage of total overall fees projected to be performed by the office specified above.

_____ %

FORM 4

ILLUSTRATIVE WORK

Work by firm best illustrates current qualifications relevant to the RFQ that have been/is being accomplished by personnel that shall be assigned to the Town. List no more than ten (10) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
<u>Consultant Fees (In Thousands)</u>		<u>Client Contact Name, Title, Email Address and 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 Town's Project</u>		

CONTRACT

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(Sample agreement only. The Town reserves the right to alter this agreement based on final RFQ results and/or any negotiations with proposed Firm.)

THIS AGREEMENT is made this _____ day of _____, 2023, by and between Town of Howey-in-the-Hills (hereafter referred to as "Town"), whose address is 101 N Palm Ave., Howey-in-the-Hills, Florida 34737, and (hereafter referred to as "Consultant"), whose address is _____

RECITALS

WHEREAS, the Town has need of professional services for Urban Planning Services and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023- 11 – Request for Qualifications for Urban Planning Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Town will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the Town prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the Urban Planning Consultant, and will work with the Town to provide said services in accordance with the scope of services outlined in RFQ # 2023-11.
3. Consultant agrees to prepare and complete a report to the Town, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Town Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the Town on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Town during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the Town pursuant to this Agreement are and remain the property of the Town as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the Town upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Town shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-11, naming Town as an additional insured in each such policy.
- f. Upon Consultant's written request, the Town will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Town mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Town and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Town nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Town which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Town on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Town and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Qualifications (RFQ)
- b. Vendor's RFQ Documents
- c. Permits / Licenses
- d. All RFQ Addenda Issued Prior to RFQ Opening Date
- e. All Modifications and Change Orders Issued
- f. Architects/Engineers hourly rates, as attached to this contract.

10. The Consultant agrees to indemnify and hold harmless the Town of Howey-in-the-Hills, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Consultant.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Town and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Town, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Town and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the Town.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Town in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall immediately notify Town in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Town.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE TOWN

Name: John Brock

Address: 101 N Palm Ave.,

Howey-in-the-Hills, FL 34737

Title: Town Clerk

Date: _____

FOR THE CONSULTANT

Name: _____

Address: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: _____

Town of Howey-in-the-Hills

ATTEST:

By: Martha MacFarlane, Mayor

By: _____

Date Signed: _____

Consultant

By: _____

Date Signed: _____