



**VILLAGE OF INDIANTOWN  
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ARCHITECTURAL AND  
ENGINEERING SERVICES FOR  
INDIANTOWN VILLAGE HALL**

**RFQ NO. 2021-001**

**Bid submittals must be electronically uploaded to DemandStar  
([www.demandstar.com](http://www.demandstar.com)) no later than September 7, 2021 at 10:00 a.m.  
EST.**

**Please plan accordingly. Late proposals and/or  
postmarks *may* not be accepted.**

**ALL inquiries should be submitted in writing to:  
[sowens@indiantownfl.gov](mailto:sowens@indiantownfl.gov)**

**Village of Indiantown  
15516 SW Osceola St, Ste B.  
Indiantown, FL 34956  
[www.indiantown.com](http://www.indiantown.com)**

## **NOTICE**

From the date of issue to the Public until after the Notice of Award has been officially issued by the Village of Indiantown, Florida (“the Village”), Prospective Companies shall make any and all contact with the Village through the Village Clerk’s Office, 15516 SW Osceola St, Suite B, Indiantown, FL 34956, email: [sowens@Indiantownfl.gov](mailto:sowens@Indiantownfl.gov). If it is deemed necessary for contact to be made with other parties within the Village, the Village Clerk’s office shall make that determination, and arrangements for that contact to take place shall be made. No attempt shall be made to contact other Village personnel, or elected or appointed officials during the solicitation process to inquire about or discuss this open solicitation.

## Solicitation Overview:

<b>Solicitation:</b>	RFQ 2021-001	<b>ITB Issue Date:</b>	August 6, 2021
<b>Request Description:</b>	Professional Architectural and Engineering Services for Indiantown Village Hall		
Non-Mandatory Pre-Bid Conference:	August 18, 2021	<b>Time:</b>	2:30 p.m. EST
Question Submittal Deadline:	August 26, 2021	<b>Time:</b>	10:00 a.m. EST
Bid Submittal Deadline:	September 7, 2021	<b>Time:</b>	10:00 a.m. EST

**BIDS WILL BE ACCEPTED AND NAMES OF BIDDERS READ ALOUD AT THE TIME SPECIFIED ABOVE. LATE PRESENTATIONS MAY NOT CONSIDERED.**

### NOTICE TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bids for the requirements as specified herein. **All responses must be uploaded through DemandStar's e-bidding module ([www.demandstar.com](http://www.demandstar.com)).** (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village cannot accept incomplete or late submittals.**

**Non-Mandatory Pre-Bid Meeting:** for the purpose of discussing the proposed project. Prospective respondents are encouraged to attend and discuss any questions or concerns they have concerning this project. A site visit may follow the pre-bid conference.

### Point of Contact:

All requests for information related to this solicitation must be submitted in **writing** and directed to:

Susan A. Owens, MPA, MMC

Village Clerk, at:

[sowens@indiantownfl.gov](mailto:sowens@indiantownfl.gov)

**ALL questions must be sent via e-mail, by the question deadline specified above. Questions sent via any other method will not be answered. If applicable, any addendums will be issued through DemandStar. The Village is not responsible for the validity or completeness of plans or addendums obtained by a 3<sup>rd</sup>-party. DemandStar keeps all bids sealed until the time specified for opening.**

**Village of Indiantown**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR**  
**INDIANTOWN VILLAGE HALL - RFQ NO. 2021-001**

<b>Solicitation Title:</b>	Professional Architectural and Engineering Services for Indiantown Village Hall
<b>Purpose/Description:</b>	The Village of Indiantown is soliciting responses from professional architectural and engineering firms for the design of its new Village Hall.

**Solicitation Schedule:**

<b>Solicitation:</b>	RFQ 2021-001	<b>RFQ Issue Date:</b>	August 6, 2021
Non-Mandatory Pre-Bid Conference:	August 18, 2021	Time: 2:30 p.m. EST	
Question Submittal Deadline:	August 26, 2021	Time: 10:00 a.m. EST	
Bid Submittal Deadline:	September 7, 2021	Time: 10:00 a.m. EST	
Evaluation Committee Review	TBD	TBD	
Anticipated Presentation before Council for Short-Listed Firms	October 14, 2021	Time: 6:30 p.m., or shortly thereafter EST	
Anticipated Award Date	October 14, 2021	Time: 6:30 p.m., or shortly thereafter EST	

Solicitation documents may be obtained by contacting **DemandStar by Onvia** at: **www.demandstar.com**. Vendors who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, any and all addendums or clarifications will solely be posted and disseminated by DemandStar. All plan holders in DemandStar will automatically be provided, by DemandStar, with any addendums or clarifications issued by the Village.

**VENDORS WHO DO NOT USE DEMANDSTAR, DO SO AT THEIR OWN RISK. THE VILLAGE RESERVES THE RIGHT TO DISQUALIFY ANY PROPOSERS THAT DO NOT INCLUDE ACKNOWLEDGEMENTS OF RECEIPT OF ANY CLARIFICATIONS AND/OR ADDENDUMS ISSUED BY THE VILLAGE THROUGH DEMANDSTAR.**

**All questions shall be submitted in writing** to Susan A. Owens, MPA, MMC, Village Clerk, via email at [sowens@indiantownfl.gov](mailto:sowens@indiantownfl.gov), before the question deadline specified herein. The Village of Indiantown reserves the right to waive informalities, to reject any and all RFQ submittals, and to accept any RFQ submittals or any combination of RFQ submittals, which in its sole judgment will best serve the public interest.

*Published: August 6, 2021*

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## **1.0 INTRODUCTION / PURPOSE FOR SOLICITATION**

The Village of Indiantown, Florida (“the Village”) is seeking sealed qualifications from experienced individual firms (hereafter referred to as “Prospective Companies” or “Companies”) who have experience or specialize in the design and engineering of Village Halls, City Halls or Government Buildings, and who are willing to enter into a Contract with the Village of Indiantown, Florida to provide professional Architectural and Engineering Services for the design and construction of a new Village Hall Building. The services will include, but are not limited to: programming, design, construction administration, project close-out and assistance with obtaining bank financing for this project and selecting a qualified Construction Manager at Risk (CMR) to construct the new Village Hall for the Village of Indiantown, Florida.

The Village Hall Building shall at a minimum include provisions for: a Council Chamber; Community Center; a secure records storage room and adequate office space to accommodate the Village’s administrative staff. The Council Chamber and the Community Center shall both be housed on the first floor; and, the administrative offices and secure records storage room, including the Village Manager’s office, Mayor’s office and provisions for four (4) other Village Council members shall be housed on the second floor.

The Administrative area shall at a minimum consist of hard walled offices and provisions to accommodate staff members in an open office setting. Modular furniture can be used for primary work stations. There shall be three (3) conference rooms; one specifically, adjacent to or adjoining the Village Manager’s office and two (2) other standalone conference rooms with associated technology. One (1) kitchen and vending space shall also be incorporated. All computers, printers, telephones, copiers, etc. shall be required as part of the scope.

The Community Center shall at a minimum consist of: multi-purpose room(s); Gymnasium type area; Fitness Center; accommodations for an Early Childhood Program; play fields including a baseball field and soccer field; a water feature (to allow children to get wet); walking trail and outdoor shelters. All furnishings and equipment shall be a part of the scope of work.

The Village Council Chamber shall at a minimum consist of an open space with a dais and theater style seating, enhanced security measures and restricted entry and exit points.

The company(ies) selected for this project (“Selected Company”) will be required to provide full architectural and engineering services, such as: structural, mechanical, electrical, plumbing, interior, exterior, parking lot design, exterior lighting, and landscape design plans and specifications; construction administration, LEED administration, assist in obtaining bank financing and provide assistance to the Village in selecting a Construction Manager at Risk (CMR) for the Project. The Prospective Company(ies), either with its own forces or with those of a consultant, must have the ability to provide any comprehensive services necessary to fulfill any and all design, engineering, or construction administration services which may arise during the Project.

The Company(ies) who is/are deemed by the Village to represent the most overall qualified, responsive, responsible Company shall be expected to enter into negotiations with the Village of Indiantown, Florida. The Selected Company would be expected to work collaboratively with the Village and the Village’s Departments to represent the Village’s best interest in the design and construction of a new Village Hall.

The purpose of this **Request for Qualifications (RFQ)** is to provide interested Companies with

sufficient information to enable them to submit a comprehensive response for the Village's review. In addition, it is the Village's intent to establish and set forth a systematic methodology that will be fair and impartial to all parties concerned, and will facilitate the generation of Company responses that can be evaluated by the Village objectively, fairly, and without bias.

This RFQ requires a timely response, and will require careful attention to the requirements in order to be in full compliance. The Village's minimum requirements for the services required and the Village's expectations are detailed herein. The Village of Indiantown will not be responsible for the payment of or reimbursement of any expenses incurred by any Selected Company(ies) in the development of a response to this RFQ, including any expenses incurred as a result of interviews, presentations, or supplemental information provided, submitted, or given to the Village or its representatives.

To participate in this solicitation, Prospective Parties must be able to provide satisfactory proof of financial stability, have, at a minimum, ten (10) years' of verifiable experience in providing professional architectural and engineering design services and construction management services, and must be able to demonstrate a broad range of experience in providing the same kind or similar kinds of services to other governmental entities or agencies.

The goal of this Project will be to provide the Village of Indiantown with the design and engineering of a new Village Hall building. This will include assistance with obtaining bank financing and assisting in the selection of a qualified Construction Manager at-Risk (CMR) as well as providing construction administration services. Therefore, upon entering into a Contract, the Selected Company may be required, at a minimum, to:

- Provide design services to the Village in accordance with the AIA Standard Form of Agreement between Owner and Architect, as it may be modified as negotiated.
- Provide architectural designs to the Village which will include: programming, schematic design, design development and construction documents.
- Incorporate sustainable design practices in the Project, as applicable, in accordance with local Green Building Regulations.
- Provide assistance to the Village with obtaining and selecting a Construction Manager at-Risk (CMR) as this will be the preferred method of construction delivery.
- Coordinate with furniture, fixtures, and equipment vendors as well as with the Construction Manager at Risk (CMR) in developing a Guaranteed Maximum Price (GMP) for construction of the Project. Provide a FF&E Plan identifying in contract and out of contract items.
- Provide construction administration during which the architect of record and the engineer of record will observe the construction progress.
- Review the Contractors' submittals and shop drawings, and answer any and all contractors' Requests for Information (RFI).
- Conduct periodic Site Visits, verify the conformity to design requirements, monitor scheduled progress, and attend Owner / Architect / Contractor (OAC) Meetings.
- Facilitate Public input and Public presentation at key Project phases.

Additionally, each Prospective Company will be required to provide the Village with a formal response package presented and formatted in the manner stipulated herein. This response package must contain, but will not be limited to the following:

- A cover letter containing a statement of interest and expressing the professional corporate experience of the Prospective Company including their past ten (10) years of experience in providing services of a similar nature under other similar contracts.
- A list of at least three (3), but no more than six (6), professional references to support the Prospective Company's corporate and professional experience in providing similar services to other governmental entities.
- An organizational chart identifying the key team members who will be assigned to provide services to the Village. Include information regarding each individual's training, past and currently held certifications or affiliations, and individual professional experience in performing services on comparable jobs/contracts, within the past ten (10) years.
- A listing of your firm's current and past projects which identifies all potential team members' current responsibilities in regard to those projects and your firm's current workload, commitments and obligations to others. **Confirmation that services on the Village's contract will be a priority must be very clearly stated.**

Please reference the section pertaining to the "Request for Qualifications Format" for specific terms, conditions, instructions, the format to use for your response package, and the exact information to be included in the response package.

Responses submitted to this solicitation must comply with all terms, conditions and instructions contained herein. Deviation from the written terms, conditions or instructions may result in the disqualification of your response submittal.

Any and all goods or services rendered by the Selected Organization pursuant to this solicitation or any resultant contract(s) or agreement(s) shall be provided in accordance with any and all applicable federal, state, and local guidelines, laws, and regulations and capabilities to meet the requirements, terms and conditions of any resultant contract award(s). You are hereby invited to submit your bids for the requirements as specified herein.

**All responses must be uploaded through DemandStar's e-bidding module ([www.demandstar.com](http://www.demandstar.com)).** (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline of **September 7, 2021 at 10:00 a.m. EST**. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **Qualification packages received after the stipulated time and date shall not receive any type of award consideration.**

## **2.0 EXAMINATION OF SOLICITATION DOCUMENTATION**

**2.1** Prospective Companies must carefully review the Request for Qualifications (RFQ) documents and shall promptly notify the Village of Indiantown's Village Clerk, in writing, of any and all ambiguities, inconsistencies, unduly restrictive specifications, or errors that may be discovered upon examination of the documents. The Village Clerk may be contacted by email at [sowens@indiantownfl.gov](mailto:sowens@indiantownfl.gov). All correspondence must reference the applicable solicitation number and title and be as specific as possible in describing the page number, location, and manner of the suspected ambiguity, inconsistency, restrictive specification, or error.

## **3.0 MINIMUM COMPANY REQUIREMENTS**

**3.1** Because of the importance of reliable and expedient support and customer service for the

professional services provided by the Selected Company, it is preferred that the Selected Company(ies) be located within the State of Florida, preferably in a proximity that is convenient and close to the Village of Indiantown.

**3.2** To participate in this solicitation, Prospective Companies must be able to provide satisfactory proof of financial stability, must be able to demonstrate, at a minimum, ten (10) years' worth of verifiable experience in providing professional architectural and engineering design services and construction management services, and must be able to demonstrate a broad range of experience in providing services of the same kind or similar kind to other government entities.

**3.3** All Prospective Companies must be well experienced, and fully licensed and certified to perform the services required herein.

**3.4** The Selected Company(ies) will be required to provide full architectural and engineering design services, as well as construction management services for the entirety of the Project. All Prospective Company(ies), either with their own forces or with those of a consultant, must have the ability to provide any comprehensive services necessary to fulfill any and all design or engineering services and construction administration services which may arise during the Project Life Cycle.

**3.5** Tasks also to be performed by the Selected Company(ies) shall include any and all work required to obtain any and all Project permits and certifications required during the Project Life Cycle. Related Services may include any and all necessary environmental, civil, graphic design, blueprinting, Project specifications or other professional services, necessary or desirable for the planning, design, construction, and the permitting of the Project through to the obtaining of the Occupancy Permit. **The design will consist of: programming; schematic design; design development; and construction documents.**

**3.6** In order to provide complete satisfaction of the Village, a Company must possess the professional experience, the professional capabilities, the professional expertise, and the service commitments necessary to excel in providing the services / work stipulated herein.

**3.7** All Prospective Companies must be able to provide the names and contact information for a minimum of three (3), and no more than six (6), government entities or corporations, preferably in the local area, that can serve as references, verifying that the services proposed and provided by the Selected Company represents a reliable service which shall be professionally provided. These references must also be able to verify that the Selected Company(ies) has responded professionally and in a timely manner to all requests, delivered the services and required deliverables on time and when requested, and has demonstrated excellent customer service and responsiveness during the term of the contract. The ability to perform the tasks required within the budget stipulated by the Village is an absolute MUST.

**3.8** The Selected Company(ies) must not be restricted in the State of Florida by law, regulation, licensing or certification requirements to provide the services designated herein.

**3.9** The Selected Company(ies) must not have defaulted on any contract within the last ten (10) years, or have been found liable in any lawsuit or legal claim that would indicate the Company's inability to professionally, ethically, and adequately provide the services requested herein.

**3.10** All Prospective Companies must ensure the services they propose in their RFQ submittal represents the highest professional quality, and employs standards that represent the best

practices available within their industry / profession.

**3.11** The services furnished by the Selected Company(ies) must meet or exceed any and all Federal, State and local standards, regulations, requirements, or laws applicable to such services, and shall not violate any Federal, State or local laws governing such matters.

**3.12** The Selected Company(ies), their staff members, and any consultant's staff members (if any) must have reliable and immediate access to any and all equipment, supplies, materials, or tools that may be necessary to competently and professionally provide and deliver the services stipulated herein to the Village in a timely manner.

**3.13** The Selected Company's proposed product(s) must incorporate the best practices known for design integrity, quality of materials and quality of workmanship. The item(s) furnished must meet or exceed any and all Federal, State and local standards applicable to such items, and shall not violate any Federal, State or local laws governing such items.

**3.14** **To participate in this solicitation, each Prospective Company shall be required to provide the Village with a formal response package presented and formatted in the manner stipulated herein.** Responses submitted to this solicitation must comply with all terms, conditions and instructions contained herein. Deviation from the written terms, conditions or instructions may result in the disqualification of your response submittal.

**3.15** The services proposed by any Prospective Company **must** be in accordance with the services requested herein in order to obtain consideration for award.

**3.16** The Village of Indiantown will not be responsible for the payment of or reimbursement of any expenses incurred by any Prospective Companies in the development of a response to this RFQ, including any expenses incurred as a result of interviews, presentations, or supplemental information provided, submitted, or given to the Village or its representatives.

#### **4.0 VERBAL COMMUNICATION**

**4.1** From the date of issuance to the public until after the **Notice of Award** has been officially issued by the Village, Prospective Companies shall make any and all contact with the Village through the Village Clerk's Office **via email at: [sowens@Indiantownfl.gov](mailto:sowens@Indiantownfl.gov)**. If it is deemed necessary for contact to be made with another party within the Village, the Village Clerk's Office shall make arrangements for that contact to take place.

**4.2** The Village and its agents, representatives, and employees shall not be responsible for any information given by way of verbal communication at any time, or under any circumstances. Interpretations, corrections, additions or deletions of the content of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Companies are strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**4.3** Any written inquiries that are received by the Village Clerk's Office that are deemed to have an effect upon the unbiased selection of the Prospective Provider, the solicitation process, or the award of the Contract and **are received by the Village in a timely manner** shall be answered and issued by the Village of Indiantown, Florida. **The Village of Indiantown and its employees, elected officials, and representatives will not respond to verbal inquiries.** In addition, the Village of Indiantown reserves the right to not respond to written inquiries that are received after

the established inquiry deadline of **August 26, 2021 at 10:00 a.m. EST**, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature or to limit the number of inquiries from any or all Prospective Companies if such inquiries appear, in the Village's opinion, to be designed to impede or disrupt the solicitation process.

## **5.0 INQUIRIES, CLARIFICATIONS, AND REQUESTS**

**5.1** From the date of issue to the public until after the **Notice of Award** has been officially issued by the Village, Prospective Companies shall make any and all contact with the Village through the Village Clerk's Office **via email at: [sowens@Indiantownfl.gov](mailto:sowens@Indiantownfl.gov)**. If it is deemed necessary for contact to be made with other parties within the Village, the Village Clerk's Office shall make arrangements for that contact to take place.

**5.2** Requests for additional information, specific RFI's, amendment of the solicitation specifications or requirements, or for an extension of the RFQ Due Date must be submitted in writing via email to the Village Clerk at: [sowens@Indiantownfl.gov](mailto:sowens@Indiantownfl.gov). Electronically submitted (emailed) requests for changes or time extensions shall be given consideration if they are concise, clearly worded and submitted to the Village in a timely manner.

**5.3** Any written inquiries that are received by the Village Clerk's Office that are deemed to have an effect upon the unbiased selection of the Prospective Company, the solicitation process or the award of the Contract and are received by the Village in a timely manner shall be answered and issued by the Village of Indiantown, FL. **The Village of Indiantown and its employees, elected officials, and representatives will not respond to verbal inquiries.** In addition, the Village of Indiantown reserves the right to not respond to written inquiries that are received after the established inquiry deadline of **August 26, 2021 at 10:00 a.m. EST**, or to those inquiries whose answers are contained in the solicitation documents or to inquiries that are deemed inconsequential or trivial in nature or to limit the number of inquiries from any or all Prospective Companies if such inquiries appear, in the Village's opinion, to be designed to impede or disrupt the solicitation process.

## **6.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**6.1** Prospective Companies wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. **Responses submitted using forms or formats not included herein shall be considered "non-conforming" and "non-responsive" in nature and may be disqualified from award competition.**

**6.2 PLEASE NOTE:** All responses must be uploaded through DemandStar's sealed e-bidding module ([www.demandstar.com](http://www.demandstar.com)). (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village cannot accept incomplete or late submittals.**

**6.3** This is a sealed Request for Qualifications (RFQ) solicitation. ***DemandStar's e-bidding module keeps all submittals securely sealed, even from the Village, until the specific bid opening day and time.*** Qualifications received for the services stated herein that are not supported by a formal prepared response package as stipulated herein shall not be accepted nor

given award consideration by the Village.

## **7.0 VALIDITY OF RESPONSES**

**7.1** All RFQ responses submitted must be **valid for a minimum of one hundred and eighty (180) calendar days from the RFQ Due Date**. All responses shall be irrevocable for this period of time, until the Village officially awards this solicitation, enters into a Contract for the goods / work / services, issues a Purchase Order for the goods / work / services, officially rejects your company's response or rejects all responses, or officially cancels this solicitation, whichever shall first occur. However, under certain circumstances, the Village may permit the modification or withdrawal of a solicitation response. Please reference **Section 15.0, Right to Reject Responses**, for further details regarding the circumstances.

**7.2** If the solicitation involves or is based upon a Contract for Services, the Company's terms, and the deliverables must be valid, at a minimum, for the entire initial term of the Contract, unless otherwise stated herein.

## **8.0 WITHDRAWAL, MODIFICATION AND CANCELLATION OF RESPONSES**

**8.1** By submitting a response to this solicitation, the Prospective Company agrees to and attests to the understanding that a sealed response cannot be modified, withdrawn nor cancelled by the Prospective Company after the time and date designated for receipt of responses has passed. However, under certain circumstances, the Village may permit the modification or withdrawal of a solicitation response. Please reference **Section 15.0** for further details regarding the specific circumstances.

**8.2** Before the time and date designated for receipt of responses has passed, responses submitted early may be withdrawn or cancelled by the Prospective Company by providing notice to the Village Clerk's Office via email at: [sowens@indiantownfl.gov](mailto:sowens@indiantownfl.gov). Such notice shall be attached in writing and signed by an officer of the Prospective Company, or as otherwise determined satisfactory by the Village Clerk's Office.

**8.3** Withdrawn or cancelled responses may be resubmitted, with or without modification, by a Prospective Company up until the time and date designated as the RFQ Due Date.

## **9.0 CORRECTION OF CLERICAL OR UNINTENTIONAL ERRORS**

**9.1** After the opening of the solicitation, mistakes or errors that are discovered by the Village, Participating Companies or other interested parties may be corrected or a withdrawal of the solicitation response may be allowed in accordance with the provisions set forth in this section.

**9.2** Any obvious clerical mistakes, included but not limited to the placement of a decimal point, incorrect FOB destination, or incorrect FOB point of originality may be corrected by the Village in the Prospective Company's original solicitation response after written verification that a clerical mistake did occur is received by the Village Clerk from the Prospective Company.

**9.3** Corrections of other errors may be allowed following a written determination by the Village that the evidence of the mistake and the correct solicitation response intended is clear and convincing on the face of the response; and

**9.4** If there is no clear and convincing evidence that a mistake or error has occurred, the

Prospective Company shall not be permitted to correct the error or to withdraw their solicitation response regardless of the perceived hardship; and upon failure to enter into a legally-binding contract with the Village, such a Prospective Company shall be barred from participating in future solicitations conducted by the Village.

## **10.0 ADDENDA**

**10.1** Interpretations, corrections, additions or deletions to the solicitation documents shall be made by formal addendum **ONLY**. Interpretations, corrections, additions or deletions of the solicitation documents implied or made in any other manner or form shall not be considered valid or binding and Prospective Companies are very strongly discouraged from relying upon such interpretations, corrections, additions or deletions in the preparation of their solicitation responses.

**10.2** If required, addenda shall be issued to all DemandStar Planholders on record. Distribution of the addenda shall be accomplished in the same manner as the distribution of the solicitation documents, and shall also be made available, free of charge.

**10.3 Before submitting a solicitation response**, Prospective Company's must ascertain that all addenda issued by the Village have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Company to assure they have received any and all addenda, and the Village shall not be held responsible for any oversight or omission on the part of the Prospective Company.

**10.4** Prospective Companies are discouraged from contacting the Village for information regarding the schedule for the issuance of addenda, addenda content, addenda requirements, or whether or not addenda will be issued by the Village, etc. The Village shall not be able to entertain any such inquiries (submitted verbally or otherwise) or to provide any additional information of any type after the deadline for inquiries has expired. All addenda, in their entirety, shall be sent to all DemandStar Planholders on record.

**10.5** Responses that are prepared and submitted by Prospective Companies without benefit of the data or information contained in any and all issued addenda shall be considered "non-conforming," "non-compliant," or "non-responsive" in nature and may not be given award consideration by the Village.

## **11.0 RIGHT TO AMEND THE SOLICITATION**

**11.1** The Village reserves the right, without prior notice of any kind, to supplement, amend, or otherwise modify this solicitation in any manner that is deemed in the best interest of the Village.

**11.2** The Village reserves the right to change or alter the schedule for any events associated with this solicitation and any dates contained herein, and, if required to do so, to duly notify the Prospective Companies of such changes via DemandStar.

**11.3** The Village reserves the right to add to or delete from the Scope of Work, Scope of Service(s), Line Item(s), requirement(s), and specification(s) set forth and contained herein, and, if required to do so, to duly notify the Prospective Companies of such changes via DemandStar.

**11.4** A Prospective Company by submitting a response to this solicitation agrees to be bound by any modifications made by the Village.

## **12.0 RIGHT TO WAIVE TECHNICALITIES / INFORMALITIES**

**12.1** The Village reserves the right to waive any and all technicalities and minor informalities contained in the solicitation that the Village deems are not in the best interest of the Village.

**12.2** The Village reserves the right to waive any and all technicalities, minor informalities, and irregularities contained in the prepared responses to this solicitation.

## **13.0 RIGHT TO REQUEST ADDITIONAL INFORMATION**

**13.1** The Village reserves the right to request Prospective Companies to submit additional information or to send representatives for interviews or presentations.

## **14.0 RIGHT TO CONDUCT INVESTIGATIONS OR VISITATIONS**

**14.1** The Village reserves the right to conduct investigations of the Prospective Companies and their responses to this solicitation, including the verification of any and all references or documentation provided therein, and to request additional evidence to support the information included in any such response, if so deemed necessary.

**14.2** The Village, including its representatives and consultants, reserves the right to visit and examine any and all of the facilities referenced in any response and to observe and investigate the operations of any such facilities.

## **15.0 RIGHT TO REJECT RESPONSES / COMPANIES**

**15.1** The Village reserves the right to accept or reject any or all responses, or any portions or components thereof, or to eliminate any or all Prospective Companies responding to this solicitation from further consideration for this procurement, and to duly notify any and all such Prospective Companies of the Village's determination in the manner the Village deems most convenient.

**15.2** The Village reserves the right to reject any Prospective Company responses that are submitted by the Prospective Company using a form or format other than the form or format stipulated herein and provided in the solicitation package, or a response that is in any way or manner incomplete, illegible, irregular or non-conforming in nature.

## **16.0 RIGHT TO ELIMINATE NON-RESPONSIVE PROVIDERS**

**16.1** The Village reserves the right to eliminate from award consideration any or all Prospective Companies who submit an incomplete or inadequate response or who are not responsive to any of the requirements of this solicitation.

## **17.0 RIGHT TO CANCEL SOLICITATION**

**17.1** The issuance of this solicitation to the Public does not obligate the Village to select, procure, or contract for any goods or services whatsoever.

**17.2** The Village reserves the right to cancel this solicitation, with or without the substitution of another solicitation, and, if so desired, to terminate this procurement in its entirety at any time. Cancellation of this solicitation may occur with or without cause and with or without prior

notification. Cancellation of this solicitation, with or without substitution, shall not result in the Village's liability to any Prospective Company for any reason whatsoever.

## **18.0 TIMELY RECEIPT OF PROPOSALS AND DELIVERY RESPONSIBILITY**

**18.1** Time is of the essence. **All responses must be uploaded through DemandStar's e-bidding module ([www.demandstar.com](http://www.demandstar.com)).** (You can call 1-800-711-1712 if you have any questions on using the system.) The documents **must** be signed by the bidder or the bidder's duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline of **September 7, 2021 at 10:00 a.m. EST, hereafter referred to as the RFQ Due Date or the Solicitation Due Date**. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village cannot accept incomplete or late submittals.**

**18.2** Each Prospective Company is solely responsible for assuring the timely submission of their solicitation response into DemandStar. The Village is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed nor delivered to any person, department or location within the Village.

## **19.0 RESERVED.**

## **20.0 NON-REIMBURSEMENT OF EXPENSES**

**20.1** The Village shall not be held liable or responsible for the reimbursement or payment of any cost(s) incurred by Prospective Companies in the preparation or provision of responses to this solicitation or any other solicitation issued by the Village of Indiantown, Florida, regardless of the reason.

## **21.0 PUBLIC OPENING AND DISCLOSURE**

**21.1** Properly submitted responses received on time shall be publicly opened immediately after the submittal deadline has been reached; and, the Prospective Company's names will be read aloud in the Village Hall Chambers, 15516 SW Osceola Street, Ste. C., Indiantown, FL 34956. An **RFQ Responders List** shall be prepared by the Village Clerk's Office and made available via email to Prospective Companies and others who submit an emailed request for the information **after** the RFQ Due Date.

**21.2** Contents of submitted responses may not be examined by or divulged to competing Prospective Companies, other interested parties, or the general public until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2), or within 30 days after submittal openings, whichever is earlier.

**21.3** After the Solicitation Due Date, any and all responses, other than portions thereof subject to patent or copyright protection, shall become the property of the Village of Indiantown and shall not be returned, and the Village reserves the right to utilize any and all such information contained in the responses without further notification to the Company and without any cost to the Village.

**21.4** After the Solicitation Due Date, any and all responses and supportive or accompanying materials shall become the property of the Village of Indiantown, Florida, unless submitted as proprietary material and **so marked as such by the submitting party in a clear and unmistakable manner. Proposals that contain a majority of material marked as proprietary shall not be accepted by the Village, given award, or considered.**

**21.5** Inquiries regarding previously existing contracts, solicitations previously issued to the Public, current or active Village contracts, or current Purchase Order procurements or other-related Public Records Requests should be directed to the Village Clerk's Office by sending an email to: [dhamberger@indiantownfl.gov](mailto:dhamberger@indiantownfl.gov).

## **22.0 RESERVATION OF RIGHTS**

**22.1** This solicitation constitutes an invitation to submit prepared qualifications for consideration to the Village of Indiantown, Florida. Without limitation or penalty, the Village of Indiantown, Florida, reserves and holds at its sole discretion the reservation of any and all rights contained herein.

**22.2** By responding to this solicitation, the Prospective Company acknowledges and consents to the terms and conditions set forth herein.

## **23.0 CONTRACT AWARD**

**23.1** It is the intent of the Village to award a Contract pursuant to the process set forth in the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stat. At its discretion, the Village may award a Contract to one (1) or more than one (1) Company, as is deemed in the best interest of the Village.

**23.2** In addition to the materials provided in the written responses to this RFQ, the Village may utilize site visits or may request additional material, information, presentations or references from Prospective Company(ies) submitting qualification packages. A Prospective Company's failure to provide such requested information within the time period stipulated by the Village shall result in that Company's elimination from further award consideration. The expenses incurred in responding to the Village's request(s) shall be borne solely by the Prospective Company and shall not be refunded or reimbursed by the Village in any amount or form.

**23.3.** Evaluation of the qualification response packages shall initially be based upon a one hundred (100) point scoring system. Scoring will be completed by the Village to determine the **Best Overall-Qualified**, responsive, and responsible Company to provide the required services based on the qualifications response package submitted. Negotiations will proceed pursuant to the Consultants' Competitive Negotiation Act.

**23.4.** Prior to commencing with any work or services or providing any goods, the Selected Company(ies) shall be required to enter into a legally binding written **Agreement** or **Contract** with the Village of Indiantown, Florida, based upon the requirements, terms and conditions contained herein or stipulated by the Village. In addition, prior to commencing with any work or services or providing any goods, the Selected Company(ies) must submit proof to the Village of any and all required insurance, licenses, certifications, permits, bonds, affidavits, documentation, etc. necessary or stipulated herein.

**23.5.** In the event of default by the awarded Company, the Village reserves the right to negotiate and award the contract to the next best qualified Company without any further competition.

## **24.0 CONTRACT TERM**

**24.1** The awarded Contract shall commence upon the date of the formal execution of the Contract, both signed by the Company and the Village, and shall remain in effect throughout its

term.

**24.2** In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year, the Contract shall be terminated. In such instance, the Village shall provide the Selected Company with a written notification that funding for the remainder of the Contract has not been appropriated by the Village.

## **25.0 VENDOR / COMPANY PROTESTS**

**25.1** Any actual or Prospective Company, Bidder, Offer, Contractor, or Subcontractor who is aggrieved in connection with the prequalification, solicitation, or award of a Contract shall protest to the Village Clerk's Office via email at [sowens@Indiantownfl.gov](mailto:sowens@Indiantownfl.gov). A protest with respect to this Request for Qualifications must be submitted to the Village Clerk's Office in writing within 24 hours (excluding Saturdays, Sundays, and Village closings) after such aggrieved person knows or should have known of the facts giving rise thereto, but under no circumstances after five (5) calendar days of notification of award of the contract.

**25.2** Resolution of protests will be conducted in accordance with Section 8.2 of the Village's Procurement Policy. In the event of a timely protest, the Village shall not proceed further with the solicitation or award of the contract pending resolution of the protest or determination by the Village Council unless award of the contract must be made without further delay in order to protect the substantial interests of the Village.

## **26.0 HOLD HARMLESS REQUIREMENTS**

**26.1** Neither the Village nor its staff, representatives, or any of its consultants or attorneys shall be liable for any claims or damages resulting from the invitation, advertisement, collection, review, evaluation or tabulation of responses to this solicitation.

**26.2** The Selected Company shall indemnify and hold harmless the Village of Indiantown, Florida, and any and all elected officials, employees, contractors, representatives or agents of the Village of Indiantown, Florida, from any loss, claim, liability, penalty, fine forfeiture, demand, causes of action, suit, and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) [hereinafter referred to as "Indemnified Costs"] resulting from a breach by the Selected Company of any of the agreements, representations, trademarks or warranties of the Selected Company contained in this solicitation or their response thereto, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission, or violation of the law by the Selected Company, its agents, representatives or employees in connection with the Selected Company's provision of work or services and obligations contemplated by this solicitation, response thereto, or Contract resulting there from. The indemnity obligation of the Selected Company under this section shall survive the expiration or termination of any resulting Contract, subject to any applicable statute(s) of limitation(s).

## **27.0 NON-DISCRIMINATORY REQUIREMENTS**

**27.1** The Selected Company agrees that in connection with the performance of providing the work or service(s) under this solicitation or any resulting contract, the Company (and its consultant[s], Subcontractor[s], and Supplier[s]) agrees not to discriminate against any employee or applicant for employment, either through the Company or a direct applicant to the Village, because of race, color, religion, gender, gender identity, sexual preference, sexual identity, national origin or disability. The aforesaid provision shall include, but shall not be limited to,

employment; promotion; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff; termination; rates of pay; overtime or compensatory time consideration or any other forms of compensation; and selection for training, including apprenticeship. The Selected Company (and its consultant[s], Subcontractor[s], and Supplier[s]) agrees to post statements of non-discrimination practices in conspicuous places, available for employees and applicants for employment to see that clearly sets forth the provisions of this non-discrimination practices clause.

## **28.0 ETHICS REQUIREMENTS**

**28.1** Prospective Companies shall not offer any gratuities, favors, gifts, honorariums or anything of **any monetary value whatsoever** to any official, employee, representative or agent of the Village of Indiantown for the purpose of influencing consideration or award of this solicitation or for the purpose of being viewed more favorably or more agreeably than others who may also be competing for award. Violation of this clause shall result in the immediate elimination of the Company's response from award consideration and may also result in criminal actions and criminal penalties against the Company, the Company's representative(s), and the Village employee(s), if found to be compliant or in complicity or collusion therewith.

**28.2** No Public Official, employee, representative or agent of the Village shall gain any form or type of personal or financial benefit from a decision relating to the award of this contract.

**28.3** No public official, employee, representative or agent of the Village of Indiantown shall engage in any discussions with Prospective Companies or others that may influence, in any manner, pro or con, the award of this contract. Discussions or conversations for the legitimate purpose of investigating the soundness or qualifications of a potential Selected Company to perform as required under the terms and conditions of a proposed Village's contract shall, by their nature, be exempt.

## **29.0 INSURANCE REQUIREMENTS**

**29.1** The Selected Company shall maintain general liability, automobile bodily injury liability and professional liability insurance, issued by not less than an "A" insurance carrier, in the amount of not less than one million dollars (\$1,000,000.00) per person, per occurrence, insuring the Selected Company and its employees, representatives and agents against liability for negligent, willful or otherwise tortuous acts of omissions by the Selected Company, its agents, representatives and employees in connection with the Selected Company's provision of work or service(s) and obligations contemplated by this solicitation. That policy of insurance shall list the Village of Indiantown, FL, and its employees, appointed officials, contractors, and other designees as additional insured, and the Selected Company shall provide to the Village Clerk's Office a **Certificate of Insurance** reflecting such coverage prior to the commencement of work or services contemplated in this solicitation.

**29.2** The above referenced policy shall include a provision that the policy shall not be cancelled nor modified without providing, at a minimum, a thirty (30) day notice to the Village of Indiantown, FL. Such notice shall be provided to the Village Clerk's Office.

**29.3** All Certificates of Insurance issued in regard to this solicitation **must clearly reference the Village's solicitation number and the official title of the awarded solicitation.**

### **30.0 SILENCE OF REQUIREMENTS AND SCOPE OF SERVICES/WORK**

**30.1** The apparent silence of the Village's stated requirements, the Village's **Scope of Services**, or the Village's **Scope of Work** contained herein and any supplemental materials concerning any point or detail of a requirement or service to be provided or work to be performed shall be regarded as meaning that only the best and highest quality of the usual and customary professional practices are to prevail. Only services or work that represent the highest standards of professionalism and are of the correct type are to be provided by the Selected Company in the performance of the services or work or the delivery of the deliverables associated with this solicitation.

**30.2** All interpretations of the Village's stated requirements, the **Scope of Services**, and the **Scope of Work** contained herein shall be made upon the basis of this section, with the Village's interpretation to prevail.

### **31.0 GENERAL TERMS AND CONDITIONS REGARDING CONTRACT AWARD**

**31.1** Each response submitted in accordance with the stated terms and conditions of the solicitation shall be fairly and impartially evaluated by an Evaluation Committee selected by the Village of Indiantown, Florida.

**31.2** Each response will be evaluated on a combination of factors that will be defined and clearly stated within this solicitation package.

**31.3** The Village, at its sole discretion, will determine the criteria and the process whereby responses will be evaluated. No damages of any type will be recoverable by any Challenger as a result of these determinations or decisions by the Village.

**31.4** It is understood that the Village is not obligated to make an award under or as a result of this solicitation or to award such contract, if any, on the basis of one factor alone. The Village reserves the right to award such contract, if any, in accordance with the Consultants' Competitive Negotiation Act.

**31.5** Information, data, reports, or records in the Village's possession and necessary to assist in the performance of the work/services shall be furnished to the Company(ies) without charge by the Village, and the Village shall pledge to cooperate fully with the Company(ies) in every way possible in the Company's performance of the work/services.

**31.6** The Village shall have the right to terminate the Contract without cause by providing the Selected Company(ies) with a written notice of **Intent to Terminate**. In this event, the Company(iess) shall be entitled to just and equitable compensation for any and all services satisfactorily completed prior to the Village's desired termination date.

**31.7** For the purpose of this solicitation, a **calendar day** shall be defined as any day of the week that appears on a standard Western calendar, Sunday through Saturday, including holidays normally observed by the Village of Indiantown, Florida; the Federal government; or any other governmental, private, or religious entities.

**31.8** For the purpose of this solicitation, a **work day** shall be defined as any day of the week, Monday through Friday, classified as a "normal work day", excluding holidays observed by the Village of Indiantown, Florida. Legal holidays, national holidays, religious holidays, or furlough

days observed by other governmental or private entities or religious organizations, but not usually observed by the Village of Indiantown, Florida, shall be classified as “normal work days.”

## **32.0 GENERAL TERMS AND CONDITIONS REGARDING SCOPE OF SERVICES**

**32.1** The Selected Company(ies) will be required to provide full architectural and engineering design services, as well as construction administration services for the entirety of the Project. Other services include: programming, schematic design, design development, construction documents, bidding, construction administration, and project close-out. The A/E may also assist in the process to bring a CM at Risk contractor on board as well as participating in GMP negotiations. Additionally, the A/E will prepare the programming documentation, which will be used for bank financing; documentation will include rendering, floor plans and a preliminary cost estimate. All Prospective Companies, either with their own forces or with those of a consultant, must have the ability to provide any comprehensive services necessary to fulfill any and all design or engineering services which may arise during the Project Life Cycle.

**32.2** Tasks also to be performed by the Selected Company(ies) shall include any and all work required to obtain any and all Project permits or certifications required during the Project Life Cycle. Related Services will include any and all necessary environmental, civil, graphic design, blueprinting, Project specifications or other professional services, necessary or desirable for the planning, design, construction, and the permitting of the Project through to the obtaining of the Occupancy Permit.

**32.3** It shall be the Selected Company’s responsibility to provide competent, highly trained and skilled personnel for the performance of the services/work and to ensure that all personnel are comprehensively familiar with the Project, the goals of the Project, and the Village’s expectations, specifications, and requirements.

**32.4** It shall be the full responsibility of the Selected Company to furnish, **without additional charges to the Village**, any and all equipment, components, software, hardware, transportation, insurance, supervision, administration, manpower, labor, machinery, tools, supplies, etc., that shall be required to perform the services/work requested under this Contract in a professional, safe, and lawful manner.

**32.5** The Selected Company shall act as an **Independent Contractor** and under no circumstances shall be considered as an agent, representative, or employee of the Village of Indiantown, Florida.

**32.6** Before commencing with any service, the Selected Company must enter into a legally-binding written Contract or Agreement with the Village or accept the Village’s Purchase Order for the service to be performed.

**32.7** Before commencing with any service, the Selected Company must provide proof of the required licensing, proof of insurance, any and all necessary bonds, affidavits, permits, or certifications that may be required by Village, Federal, State, or local regulations in order to perform the required services/work.

**32.8** Upon execution of the Contract or acceptance of the Village’s Purchase Order and the Village’s receipt from the Selected Company of proof of the required or necessary bonds, affidavits, permits, licenses, certifications, etc., the Village shall issue to the Selected Company a **Notice to Proceed (NTP)** letter. Before commencing with any service, the Selected Company

must be in receipt of the dated, written **Notice to Proceed (NTP)** letter from the Village. The **Notice to Proceed (NTP)** letter shall provide the Selected Company with the appropriate contact information for the Requesting Department.

### **33.0 REQUESTS FOR QUALIFICATIONS (RFQ) FORMAT / CONTENT GUIDELINES**

**33.1** To be given award consideration, Prospective Companies who meet or exceed the minimum qualifications and who can meet or exceed the Village's minimum requirements must provide the Village of Indiantown, Florida, with a **thorough and complete** RFQ response package using the following guidelines:

- All response packages shall be typed using no less than a 10-point font size.
- Page count shall include any introductory letters, transmittal sheets and the résumés of key individuals, but shall **exclude** the front and back covers, **Prospective Provider's Contact Information Sheet, Table of Contents** pages, index sheets or tabs, tables, charts, or other requested graphic exhibits.
- Information requested by the Village **under separate cover** shall **not** be included in the total response package page count.
- Requested brochures, technical data sheets, schematics, drawings, warranties, service agreements, maintenance agreements, sales literature, etc. shall **not** be included in the total response package page count.
- All response packages should be straight forward, concise and provide "layman" explanations of any and all technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements and on providing a complete, comprehensive, and clear description of your company's offering and how your company represents the **Best Overall-Qualified Respondent**.
- Response packages that appear unrealistic in the terms of commitment or staffing/personnel needs, or that appear to lack competency or integrity or are indicative of a failure to fully comprehend the complexity and inherent risks of the proposed Contract may be rejected by the Village without further consideration.

**33.2** Response packages do not have to be professionally produced, but must be neat and orderly in appearance and well organized. **To be considered substantive, a response package must respond to all requirements of the RFQ.** Prospective Companies should provide any other information thought to be relevant to the RFQ and the Company's capability to provide the services requested. The following content **must be included** in the Prospective Company's response package in order for the response to be considered responsive, and **must appear in the following order to facilitate the ease of perusal and evaluation by the Evaluation Committee:**

- **Front Cover**  
May be plain or decorated. The only thing the Village is interested in is the fact that a front cover has been provided for the response package.

- **Prospective Company's Contact Information Sheet**

The **Prospective Company's Contact Information Sheet** contained in this RFQ on page 33 shall be completed and signed by an individual authorized by the Prospective Company to legally bind their company.

The address and other contact information provided on this sheet shall be that of the Company's office from which the Village's Contract shall be managed, therefore, it ideally also represents the Company's location closest to the Village of Indiantown, Florida.

**The Prospective Company's Contact Information Sheet shall be the FIRST sheet of each of the Company's response packages.** Please do **NOT** cover the **Prospective Company's Contact Information Sheet** with a fly leaf, blank sheet of paper, index or tab page, **Letter of Introduction**, **Table of Content**, etc. When the cover of the response package is opened, this should be the first page that is seen.

- **Prospective Company's Sworn Statement/Non-Collusive Forms (if provided)**

The Prospective Company shall provide a **notarized statement** or a completed and notarized **Non-Collusive Form** (if provided by the Village) that certifies the Prospective Company and their consultants (if any) and staff members have no conflict of interest pertaining to this RFQ and have not, in any manner, entered into a collusive arrangement of any type.

- **Table of Contents or Index of Contents**

Prospective Companies must use labeled pages to separate sectional content.

- **Letter of Introduction (or Cover Letter)/Executive Summary (or Project Summary) Section**

The **Letter of Introduction** (or Cover Letter)/**Executive Summary** (or Project Summary) shall not exceed three (3) pages in length. This section shall summarize key elements of the Prospective Company's understanding of the Village's needs and the key elements of the Company's offering that will directly address those needs and, thus, make the Company the **Best Overall-Qualified Respondent**.

If it is necessary for the Village to prepare an **Executive Summary** of this proposal, the information contained in this section must be extractable and of such a nature that it shall function as the **Executive Summary**.

An individual authorized by the Prospective Company to legally bind the Provider shall sign the **Letter of Introduction** (or Cover Letter)/**Executive Summary** (or Project Summary). **The prepared letter/summary shall clearly stipulate that the contents of the response package shall be valid during the full initial term of the Contract.**

**Information you must include in this section:**

1. Names, business address and telephone number of the respondent organization's officers, directors and associates and the names and addresses of any parent or subsidiary of your company or organization. Your information should describe the nature of the service and the line of authority of these individuals and companies/organizations as they relate to this Contract.
2. Brief overview of your understanding of what the Village of Indiantown is seeking in regards to the Services/Work requested.
3. Provide a comment regarding your Company's average annual revenue and financial stability.

**Information you may also wish to include in this section:**

1. Provide a brief description of your Company's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any past or current business partners.
2. Provide a brief description of your Company's quality assurance program, if any, and the applicable procedures for assuring a quality product or service.

• **Credentials Section**

The Credentials Section shall contain copies of any and all of the credentials, licenses, certifications, etc. that the Village requires herein from a Prospective Company in order to participate in the solicitation.

Any additional information or documentation that substantiates or supports the Prospective Company's abilities and capabilities to accomplish the tasks associated with this Contract should also be detailed or contained in this section.

**Information you must include in this section:**

1. Proof of a current, valid **Business License**.
2. **Certificates of Insurance**, validating insurance coverage in the amounts stipulated herein by the Village, and supportive documentation.
3. **Proof** of each of the following:
  - Florida Licensed Contractor, if applicable
  - Florida Registered Professional Engineer
  - Florida Registered Professional Architect or Holder of NCARB Certificate

• **Methodology/Approach Section/Detailed Scope of Services**

The Methodology/Approach/Detailed Scope of Services section shall:

1. Provide a detailed description or outline of the approach and methodology and the Scope of Services the Prospective Company shall use to accomplish the Services requested by the Village in this RFQ;
2. Discuss the anticipated time frame of the initiation of the Services; and
3. Detail how the Prospective Company intends to achieve the Village's full satisfaction with their performance of the required tasks.

**At a minimum, based upon the Scope of Services / Deliverables detailed below**, this section of the proposal shall include specific details of the processes and procedures the Prospective Company intends to employ to perform the work and services, and information regarding the quality assurance measures the Prospective Company will put into place to ensure the work/services provided meet or exceed the Village's expectations. Any additional information that substantiates or supports the Prospective Company's professional abilities or skills and their experienced capabilities to accomplish the tasks associated with this Contract should also be detailed in this section.

#### **Scope of Services / Deliverables**

The goal of this Project will be to assist the Village of Indiantown with the design and engineering of a New Village Hall and Community Center. This will include assistance with obtaining bank financing as well as procuring the services of a qualified Construction Manager at-Risk (CMR) and providing for the administration of the construction activities. Therefore, upon entering into a Contract, the Selected Service Company will be required, at a minimum, to:

- Provide design services to the Village in general accordance with the AIA Standard Form of Agreement between the Owner and Architect, as it may be modified as negotiated.
- Provide architectural designs to the Village which will include programming, documentation for bank financing, schematic design, design development and construction documents be employed by the Project Team.
- Incorporate sustainable design practices in the Project which will be used to achieve a LEED Certified rating (basic at an absolute minimum) in accordance with the Green Building Regulations, as applicable.
- Provide the Village with a fire protection system and low voltage system design services.
- Provide assistance to the Village with obtaining and selecting a Construction Manager at-Risk (CMR) as this will be the preferred method of construction delivery.

- Coordinate with furniture, fixtures, and equipment vendors as well as with the Construction Manager at Risk (CMR) in developing a Guaranteed Maximum Price (GMP) for construction of the Project.
- Provide construction administration during which the Company will observe all construction progress.
- Review all of the Contractors' submittals and shop drawings, and answer any and all contractors' Requests for Information (RFI).
- Conduct periodic Site Visits, verify the conformity to design requirements, monitor scheduled progress, and attend Owner / Architect / Contractor (OAC) Meetings.
- Develop detailed Project schedules and cost estimates for the Village's perusal and approval.
- Facilitate Public input and Public presentation at key Project phases.
- Provide any and all manpower, equipment, tools, materials, supplies, software, and hardware necessary to perform the required services in a legal, professional, and proficient manner, unless otherwise stipulated herein.
- Obtain and subcontract with qualified Subconsultants/ Subcontractors that may be necessary to provide expertise for the following:
  - Electrical Engineering
  - Mechanical Engineering
  - Structural Engineering
  - IT and Audio Visual Engineering and Design
  - Physical Facility Security Engineering and Design
  - Interior Design and Furnishings

This is not intended to be all-inclusive listing services that may be required in the execution of this contract.

**Additional information Companies must include in this section:**

1. What other features/services can your Company offer beyond what the Village has requested? Please be specific.
2. To the greatest extent possible, please provide a written summary identifying the types of information, data, and assistance your company will expect from the Village in order to ensure your maximum success in fulfilling the requirements of this Contract.
3. Provide a synopsis of your knowledge of the Village of Indiantown and the issues, pro and con, that may play a role in providing the services/work requested.

**Information you may also wish to include in this section:**

1. Does your firm have a written **Code of Conduct** or a set of **Professional Standards** for assessing professional behavior? If so, describe how the code or standards are monitored and enforced, and by whom.

2. Describe how your Company's recommendations/services to clients are reviewed and monitored by your organization to ensure they are sound and represent the highest professional standards, and the best industry practices possible.

• **Background/Experience/Qualifications Section**

The Background/Experience/Qualifications section must describe the Prospective Company's familiarity with providing services/work of a similar scope and a similar size and of a similar complexity to businesses or governments with similar needs.

**Information you must include in this section:**

1. Provide a brief description of your Company's history and background and discuss your Company's specific experience in the area of providing the requested services/work. Indicate your Company's years of business operation and any current or proposed future partnership or joint venture arrangements.

2. Provide information regarding the number and types of similar projects that your Company has participated in within the past ten (10) years with emphasis upon projects involving similar scope, size, and complexity for other municipalities or governments. Please provide specific and comprehensive examples of your work and experience involving the requested work/services. Detail the past projects' scopes and list any ongoing projects with appropriate contact information.

3. Provide full disclosure of any prior or existing legal actions in which your Company is connected in any manner as a direct, or indirect, result of providing or participating in any similar projects or contracts. Litigation or potential litigation involving the performance of any similar projects or contracts, or the lack thereof; breach of confidentiality; and conflict of interest matters must also to be fully disclosed in this section. NOTE: The failure of any Provider to make full and complete disclosure as requested herein shall result in an immediate termination of any contract awarded.

4. Within the last ten (10) years, has your Company or an officer or principal been involved in litigation or any other legal proceedings related to providing similar services/work for clients? If so, please provide an explanation and indicate the current status or disposition of each situation.

5. Has your Company ever been censured by any regulatory body

or legal entity? If so, please describe the situation and the circumstances. Give complete details regarding the name and address of the censuring or regulating body or legal entity and the exact nature of the censure itself. Failure to disclose information regarding your firm's censure by a regulatory body or legal entity may result in the immediate termination of a contract award if such information is brought to the Village's attention after the award of the contract.

**Information you may also wish to include in this section:**

1. Provide a more comprehensive description of your Company's background, history, and ownership structure, including any parent, affiliated or subsidiary company(ies), and any past business partners.
2. Detail any significant developments in your organization such as changes in ownership, restructuring, staff reductions or expansions or personnel reorganizations or joint venture agreements that might be significant to the award of this contract.
3. Detail any anticipated changes in your organization that may take place in the immediate to near future and may have a direct or indirect bearing on the Village's contract or the performance of the services/work by your Company.

• **References Section**

In the References section, the Prospective Company shall provide relevant information on those for whom they have provided similar services. The references provided must be no more than ten (10) years old and shall include a valid contract name, contract contact information, the dates services/work were provided and the scope or nature of the services/work provided.

**Information you must include in this section:**

1. Provide a list of no less than three (3), and no more than six (6), professional references who have consented to answer questions in regard to your Company's performance and qualifications in providing the required services/work. Current, valid contact information including companies' or governments' names, representatives' names, contract numbers or titles, street addresses, mailing addresses, telephone numbers and email addresses shall be provided for each reference included in this section.

**Information you may also wish to include in this section:**

1. Provide the address of your headquarters/corporate office and the addresses of any offices that may service the Village's contract.
2. Provide a listing of any public sector clients who have terminated a business or contractual relationship with your Company during

the past ten (10) years and provide their reasons for doing so. A valid client name, contact name, address, telephone number and email address must be provided for each client listed.

- **Workload and Commitments/Staffing/Administration/Personnel Qualifications Section**

In this section, Prospective Companies shall provide the Village with the existing workload of the personnel and staff that shall be assigned to this Contract and demonstrate their ability to meet or exceed the Village's expectations without either a compromise in quality or a delay in the services.

In this section, Prospective Companies shall also provide a list of the individual(s) who shall be assigned to work on the Village's contract in the capacity of a Supervisor or greater, and shall indicate the function(s) each person shall perform and the areas of responsibility each shall assume.

Additional information that Providers wish to have considered such as professional awards, performance recognitions, memberships, specialized training, unique experience, etc. should also be included in this section.

**NOTE:** Upon award of the Contract and during the term of the Contract, if the Selected Company chooses to assign different personnel or staff members to the service/work in the capacity of Supervisor or greater, the Provider shall submit their names, contact information, qualifications and other information listed herein to the Village for approval prior to that person commencing work upon the Contract.

**Work / Services provided under this Contract shall NOT be performed by nor delegated to any person or entity other than the Company without the expressed written consent and authorization from the Village, unless otherwise stipulated herein. Under no circumstances shall the Village of Indiantown allow or permit the Work/Services described herein to be reassigned to another entity without prior written consent.**

**Information you must include in this section:**

1. Submit a brief listing of other projects/contracts, major and minor, to which the Provider's personnel or staff members who are assigned to the Village's Contract shall also be assigned. Detail the division of time the personnel are anticipated to devote to each of the projects/contracts to which they are assigned.
2. Submit a comprehensive summary of the experience and qualifications of the individual who shall be selected to serve as the Project Manager/Contract Administrator for this Contract.

3. Submit brief résumés for all other key personnel and staff members (Supervisors or greater) who shall have work assigned to them under the Project/Contract or have an involvement with the Project/Contract in a supervisory capacity or greater.
4. Provide a description of the role and responsibilities each employee or staff member assigned to the project/contract shall assume.
5. Provide an organizational chart showing the organization of your Company.
6. Provide details regarding the size of your staff and the current availability of staff members to immediately begin working on the Village's Project/Contract and devote a majority of their work time to the Contract/Project.
7. Provide the names and qualifications of any outside consultants or associates who shall be employed or subcontracted to assist on this project in any capacity, and the approximate percentage of assistance your company anticipates them to provide in regard to this Contract.

**Information you may also wish to include in this section:**

1. Provide the number of supervisors, team leaders, work force members employed or staff members with your firm and the average length of time the majority of the consultants/Providers/staff members have been employed by your firm.
2. Provide more detailed educational and career information for each of the employees or staff members that shall be assigned to work on the Village's contract.
3. Provide a description of the role and responsibilities each employee or staff member assigned to the project/contract shall assume.
4. Provide your specific team's experience with performing services/work for other businesses or other public sector entities.
5. State whether the individuals who shall be assigned to the Village's project/contract have any responsibilities or areas of expertise other than those necessary to provide the services/work requested, and if so, specify those responsibilities or areas of expertise.
6. Describe your company's backup procedures in the event key personnel or staff members assigned to the Village's contract should leave your firm, or be unable, for whatever reason, to

perform their duties for a period of time, or be transferred or promoted to another department or division, or express a desire to be assigned to another project.

- **Back Cover**

May be plain or decorated. The only thing the Village is interested in is the fact that a back cover has been provided for the qualification.

### **34.0 EVALUATION CRITERIA/BASIS OF AWARD**

**34.1** The Village's evaluation and selection process shall be a qualifications-based selection process for the Work/Services to be rendered. Response packages shall be objectively evaluated to determine the best overall RFQ conformance and the best offering to the Village for the Work/Services proposed by the most responsive, responsible Company. **Evaluation of the qualification response packages shall initially be based upon a one hundred (100) point scoring system.** The scoring range for each criterion is provided below:

#### **Project Delivery (0 to 25 points total)**

- The anticipated quality of the Company's final work
- Apparent flexibility of the Company to operate in a dynamic environment
- Company's apparent ability to meet budgets, schedules, and deadlines

#### **Qualifications of the Design Team (0 to 30 points total)**

- The Company's apparent organizational strength and stability
- The Company's apparent experience and technical competence on similar projects
- The Company's apparent previous experience as a design team
- The Company's apparent Project Management and Construction Management experience

#### **Completeness and Thoroughness of Response Submittal (0 to 15 points total)**

- The Company's response must be composed of information required in the **Scope of Services / Submittal Format Required** and formatted in the manner specified.

#### **Project staffing (0 to 30 points total)**

- The apparent education and experience of the Company's assigned staff
- The apparent level of involvement of the Company's key personnel
- The apparent quality and experience of the Company's consultants and sub-consultants
- The apparent proximity and immediate availability of the Company's key personnel

### **35.0 PRESENTATIONS AND DEMONSTRATIONS**

**35.1** If, in the opinion of the Village of Indiantown, Florida, interviews or presentations by Prospective Companies are desired as part of the evaluation process, the Village shall notify the Selected Companies and shall make arrangements for such interviews or presentations. The Companies selected to be interviewed or make a presentation shall be given equal notification and shall be provided with an equal amount of time for their interview or presentation. The Village reserves the right to present questions or make other inquiries of the Companies as a part of the process. All such interviews or presentations shall be conducted at the convenience of the Village.

### **36.0 DETAILED INSTRUCTIONS FOR SUBMITTING A RESPONSE**

**36.1** Prospective Companies wishing to participate in this solicitation must follow the instructions detailed herein. Incomplete solicitation responses shall not be given award consideration. Responses submitted using forms or formats not included herein shall be considered “non-conforming” and “non-responsive” in nature and may be disqualified from award competition.

**PLEASE NOTE:** *All responses must be uploaded through DemandStar’s e-bidding module ([www.demandstar.com](http://www.demandstar.com)). (You can call 1-800-711-1712 if you have any questions on using the system.)* The documents **must** be signed by the bidder or the bidder’s duly authorized agent and shall be uploaded **prior** to the Bid Submittal Deadline. It is suggested that bidders do not wait until the last day to submit their bids in the event of technical difficulties. **The Village cannot accept incomplete or late submittals.**

**36.5** This is a sealed Request for Qualifications (RFQ) solicitation. DemandStar’s e-bidding module is a sealed system that cannot be opened, even by the Village, prior to the submittal deadline. Proposals received for the services stated herein that are not supported by a formal prepared response package as stipulated herein shall not be accepted nor given award consideration by the Village.

**36.6** Time is of the essence. Responses must be submitted into DemandStar **no later than 10:00 A.M. EST, Tuesday, September 7, 2021, hereafter referred to as the RFQ Due Date or the Solicitation Due Date or the Qualifications Due Date.**

**36.7** Each Prospective Company is solely responsible for assuring the timely delivery of their solicitation response. The Village is not responsible for the untimely receipt or loss of solicitation responses regardless of circumstances. Responses must not be addressed to nor delivered to any person, department or location within the Village. Solicitation responses submitted after the time and date specified herein shall not be opened nor given award consideration and shall be deleted, unread, by the Village.

**36.8** **Before submitting a solicitation response,** Prospective Companies must ascertain that all addenda issued by the Village have been received by them, and shall acknowledge the receipt of any and all addenda on the appropriate form(s) provided. It is the sole responsibility of the Prospective Company to assure they have received any and all addenda, and the Village shall not be held responsible for any oversight or omission on the part of the Prospective Company.

**36.9** Responses that are prepared and submitted by Prospective Companies without benefit of the data or information contained in any and all issued addenda shall be considered “non-conforming” or “non-compliant” or “non-responsive” in nature and may not be given award

consideration by the Village.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## Respondent Contact Information Sheet

I certify that I am an officer or authorized representative of the firm listed hereon and that the information and offerings provided in this solicitation response accurately represent the capabilities of my firm in regards to providing the services or goods indicated. The Village of Indiantown, Florida, is hereby authorized to request any officer or reference identified in this response package to furnish any information that may be deemed pertinent or necessary to verify or confirm information provided by me or in regard to the reputation or capabilities of my Company to perform the services requested. I hereby bind my firm and on their behalf agree to furnish the services or goods as specified herein for the term and at the prices agreed upon in negotiations with the Village. I hereby attest I have read the solicitation documents, including all attachments and addenda, if applicable, and believe I fully understand the Village's requirements and needs.

My/Our company is a:    Sole Proprietor       Corporation       Partnership       Joint Venture

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Web Address, if any: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This page must be completed and should be the first page of each and every response included in a submittal.**

**Failure to submit the Request for Qualifications (RFQ) response in the manner detailed stated herein or failure to enclose additional requested documentation, if any, may result in the disqualification of your submittal.**

**NON-COLLUSIVE AFFIDAVIT**  
**(Prime Contractor/Vendor)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that they are \_\_\_\_\_, the party making the fore-going solicitation (Partner or officer of the firm, etc.) is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or is fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the Village of Indiantown of any person interested in the proposed contract; and that all statements in said solicitation are true.

\_\_\_\_\_  
(Contractor/Vendor, if the Contractor/vendor is an individual;  
Partner, if the Contractor/vendor is a partnership; Officer, if the  
Contractor/vendor is a corporation)

\_\_\_\_\_  
(Company Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_(name of officer or agent, title of officer or agent) of \_\_\_\_\_(name of corporation acknowledging), a \_\_\_\_\_(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_