



THE CITY OF MULBERRY
104 South Church Street
Mulberry, Florida 33860

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ) & PROPOSAL
ACKNOWLEDGEMENT**

POSTING DATE:
November 22, 2019

PURCHASING CONTACT:
Sharon Lauther, City Clerk
slauther@cityofmulberryfl.com
(863) 425-1125 ext. 223

RFQ TITLE & NUMBER: **RFQ-2019-04-GEM – Design Build Services – GEM Theatre Renovation**

RFQ DUE DATE & TIME: **January 10, 2020 at 4:00 P.M.**

NOTE: RFQs RECEIVED AFTER THE RFQ DUE DATE AND TIME WILL NOT BE ACCEPTED.

MANDATORY PRE-SUBMITTAL CONFERENCE AND SITE VISIT: **December 6, 2019 9:00 A.M.,
City of Mulberry, City Hall, 104 South Church Street, Mulberry, Florida 33860**

The City of Mulberry, is seeking a qualified firm to provide Design Build Services for the GEM Theatre Renovation project. The services sought by the RFP consist of both design and building construction services in accordance with the Design Criteria Package and the terms, specifications and conditions of the RFP. The RFP is available for review on the City’s home web page at <http://www.cityofmulberryfl.com>. A hard copy of the RFP may be obtained from the City Clerk at any time during normal business hours at City Hall, 104 South Church Street, Mulberry, Florida. The Design Criteria Package will be released to short listed vendors selected in accordance with the terms, specifications and conditions of the RFP.

All terms, specifications and conditions set forth in this solicitation are incorporated by this reference into any response. A Submittal will not be accepted unless all conditions have been met. **All Submittals must have an authorized signature.** All Submittals must be sealed and received in The City of Mulberry, City Hall at 104 South Church Street, Mulberry, Florida, by the “RFQ Due Date & Time” referenced above. **All envelopes containing sealed submittal must reference the “RFQ Title”, “RFQ Number” and the “RFQ Due Date & Time”.** The City of Mulberry is not responsible for lost or late delivery of submittals by the U.S. Postal Services or other delivery services used by the Respondent. Submittals may not be withdrawn for a period of ninety (90) days after the RFQ due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR SUBMITTAL. SUBMITTALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EMAIL: _____

I CERTIFY THAT THIS SUBMITTAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING QUALIFICATIONS FOR THE SAME MATERIALS, 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 RFQ FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME: _____

TITLE: _____

DATE: _____

EMAIL: _____

1.0 PURPOSE & OVERVIEW

The GEM Theatre, located generally at 110 NW 1st Avenue, Mulberry, Florida 33860, is a publicly-owned multiple-use commercial building occupying approximately one-quarter of the historic downtown Mulberry area. Renovation of the GEM Theatre building, and restoration of the building to a working theatre with downtown store fronts, is a high redevelopment priority for the City of Mulberry and the Mulberry Community Redevelopment Agency. As of the date of this request, the City has initiated and completed some portions of the overall renovation work and desires to enter into a contract with a single vendor to oversee and fully complete all necessary renovations to the building, including additional lighting and upgrades to the surrounding City property. The proposed design, permitting and construction work for the Theatre and specified City property shall be accomplished under this RFQ/contract. The design of the project will be consistent with the scope indicated herein.

The intent of this Request for Qualifications (RFQ) is to select a firm to provide design build services for the City of Mulberry's GEM Theatre renovation project in Mulberry, Florida.

In determining a firm's qualifications, the City shall consider such factors as the ability and qualifications of professional personnel; experience and past performance; past litigation; location of supporting office; project/task approach and methodology; and references. The City may rely on its prior experience, as well as the prior experiences of other public agencies in the State of Florida, in determining the ability of a submitting professional to perform the scope of services outlined in this request and the design criteria package in a timely and accurate manner and within the project's budgetary constraints.

2.0 DESIGN CRITERIA

The project consists of renovating and refurbishing the existing GEM Theatre and surrounding City property, to reopen the Theatre by October 1, 2020. Addresses to be renovated include the GEM Theatre and associated adjoining store fronts labeled as 110, 112, 114, 116, and 118 1st Ave. NW, Mulberry, Florida as viewed from the street. Only addresses 110, 112 and 114 are expected to remain to encompass the GEM Theatre and associated store fronts after renovation. Structures within Polk County Property Appraiser Parcel ID 23-30-01-144110-004011 are described above and are the subject of this RFQ. Two (2) additional store fronts adjoin the building on the west and are not owned by the City, nor are they a part of this scope. Addresses excluded from this scope of work are 206 and 208 NE 1st Ave. in Mulberry, Florida.

Other specific design/build requirements for the project include (but are not necessarily limited to):

- a. Demolition and ceiling refinish.
- b. Demolition of existing paneling on interior walls, fur out, and refinish (as-needed).
- c. Remodel existing restrooms with new plumbing fixtures and trim, ensuring ADA compliance to the extent possible given the current restraints of the room.
- d. Demolition and replacement of the current overhang.
- e. Decorative finishes over exposed conduits.
- f. Maintain current PVC membrane roof warranty by coordinating with and meeting manufacturer specifications if roof penetrations or roof work is required.
- g. Removal and replacement of exterior windows.
- h. Repair or replace both interior and exterior door hardware as directed by the City.
- i. Provide and install interior or exterior sound barriers to reduce railroad noise within the GEM Theatre.
- j. Prepare, stucco and paint building exteriors.
- k. Prepare and paint exterior trim and metal surfaces of the building.
- l. Prepare and paint all interior walls (including hard ceilings and stage ceiling), hollow metal and trim surfaces.
- m. Accommodate and maintain the appearance and integrity of prior electrical, exhaust fans and lighting renovations installed prior to this RFQ.

- n. Demolition and replacement of electrical wiring and fixtures not meeting current codes and standards.
- o. Remove and replace acoustical ceilings and grid.
- p. Level flooring as necessary.
- q. Selective removal and installation of floor coverings/finishes. (Asbestos containing materials shall be removed by the City's environmental contractor and will be managed by the City through existing contracts.)
- r. Clean and repair select finished surfaces.
- s. Install window treatments (i.e. blinds).
- t. Remodel store front indicated as 110 1st Ave NW for stage access.
- u. Remodel area adjacent to the stage to allow for restricted access to store front indicated as 110 1st Ave NW.
- v. Remove and replace HVAC system providing AC to the office above the main Theatre entrance.
- w. Remove and replace HVAC system providing AC to the Theatre.
- x. Remove and replace existing HVAC ducts.
- y. Remove and replace HVAC diffusers and grilles.
- z. Repair penetrations in exterior walls.
- aa. Install a water fountain in the foyer.
- bb. Install fire alarm and suppression system.
- cc. Install additional horizontal cabling and terminations as needed by design.
- dd. Install adequate lighting to meet the intent of each room and within the Theatre.
- ee. Provide reinforcements as necessary to support stage curtains, lighting and sound system.
- ff. Provide structural loading calculations/drawings for the Theatre roof with sufficient details to provide the City with an understanding of the available remaining capacity for future stage lighting and sound upgrades.
- gg. Thoroughly clean all spaces and exterior walkways.
- hh. Demolition and replacement of selected sidewalks.
- ii. Demolition and replacement of selected curbs.
- jj. Provide and install decorative exterior lighting.
- kk. Repair / replace damaged (rotted) wood to remain.

Upstairs offices are currently occupied and may remain occupied during construction.

The project will be designed in compliance with the Florida Building Code, Florida Fire Prevention Code, and applicable Architectural/Engineering Standards and Guidelines.

This request is issued pursuant to the design build exception and the competitive proposal selection process outlined in the Consultants' Competitive Negotiation Act ("CCNA"), codified at § 287.055(9) of the Florida Statutes, and the City of Mulberry Procurement and Bidding Ordinance, codified §§ 2-73.1, *et seq.* of the Code of Ordinances of the City of Mulberry. Specific procedures for short listing of firms and the selection of a proposal are outlined in this request document.

Note: The complete design criteria package (proposed agreements and concise, performance-oriented drawings or specifications of the project) will be provided to the short listed firms only. In this request, the City is strictly interested in the responding firms' qualifications to provide design/build services for the specified project. See § 287.055(9)(c)2., Fla. Stat. (2019).

3.0 SPECIAL TERMS & CONDITIONS

3.01 AWARD TERM

The successful respondent shall be awarded a contract for the GEM Theatre Renovation Project, to be completed prior to opening on October 1, 2020.

3.02 PRE-SUBMITTAL CONFERENCE

- A. A mandatory pre-submittal conference and site visit will be held on December 6, 2019 at 9:00 A.M. at the City of Mulberry, City Hall, located at 104 South Church Street, Mulberry, Florida 33860. An overview of the solicitation process and review of scope of services will be conducted including a question and answer opportunity for the intended respondents. All interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public conferences, RFQ openings or meetings should contact the City Clerk at (863) 425-1125 ext. 223, at least five (5) days prior to the date.

3.03 RFQ CLOSING DATE

Submittals/responses must be received by the City of Mulberry at 104 South Church Street, Mulberry, Florida 33860 no later than 4:00 P.M., local time, on Friday, January 10, 2020. Submittals/responses received after this time will not be considered.

3.04 PUBLIC RFQ OPENING

Only the names of the firms submitting qualifications will be read aloud at the RFQ opening.

All documents provided by firms in response to this request will become public records and the property of the City of Mulberry upon submission. Section 119.071(1)(b) of the Florida Statutes governs the availability of submissions for inspection or copying by members of the public. Parties interested in reviewing submittals to this request are encouraged to review the text of the statute before making a request to inspect or copy records.

3.05 DELIVERY OF SUBMITTALS

Hard copies of all submittals/responses shall be sealed and mailed or hand delivered to the address below. Electronic submittals will not be accepted.

Deliver submittals to:

City of Mulberry
City Clerk
104 South Church Street
Mulberry, Florida 33860

Mark package(s) RFQ-2019-04-GEM – **Design Build Services – GEM Theatre Renovation**”.

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal only to the City of Mulberry’s City Hall located at, 104 South Church Street, Mulberry, Florida 33860. To be considered, **a proposal must be received and accepted in City Hall before the RFQ Closing Date and Time.**

Cut out the Label below and attach it to your envelope/package.

| | |
|---|--|
| * DO NOT OPEN * SEALED SUBMITTAL * DO NOT OPEN * | |
| SEALED SUBMITTAL FOR: | RFQ-2019-04-GEM |
| Design Build Services for the GEM Theatre Renovation | |
| SUBMITTAL DUE DATE: | January 10, 2020 at 4:00 P.M. |
| DELIVER TO: | City of Mulberry, City Hall City Clerk 104 South Church Street Mulberry, FL 33860 |

Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the solicitation name, number, and due date. Packages shall be received in the City of Mulberry, City Hall by the advertised deadline. Delivery of a package to any other location does not constitute official receipt by the City of Mulberry. Any package delivered after the advertised deadline will not be considered.

3.06 QUESTIONS CONCERNING RFQ

Sharon Lauther, City Clerk, is the designated Purchasing Representative and will be responsible for facilitating the evaluation process. Ms. Lauther shall be the sole point of contact for all Respondents. Questions concerning any portion of this RFQ shall be directed via email to the designated Purchasing Representative as listed below. Questions should be submitted by the question deadline date listed herein.

Mark subject line "Questions on RFQ **2019-04-GEM**"

Submit questions to: Sharon Lauther, City Clerk, slauther@cityofmulberryfl.com

3.07 NO CONTACT CLAUSE

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with members of the City Commission, the City Manager, the City Attorney, or members of the City's staff other than the designated Purchasing Representative.; City Commissioners, the City Manager, the City Attorney and members of the City's staff, other than the designated Purchasing Representative, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about this specific solicitation once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the City of Mulberry has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

3.08 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (e-mail acceptable) through the

purchasing representative named herein. The City of Mulberry will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

- B. If it becomes necessary to revise or amend any part of this RFQ, notice may be obtained by accessing the City of Mulberry's website. Respondents must acknowledge receipts of addenda in their submittal/response. **Each respondent should ensure that they have received all addenda and amendments to this RFQ before submitting their submittal/response. Please check the web site at: <https://www.cityofmulberryfl.org> for any addenda. The City will not manually distribute by mail/fax/email addenda to prospective respondents.**

3.09 SUBMITTAL REQUIREMENTS

Firms interested in providing the required professional services shall submit **three (3) ORIGINAL hardcopies**, marked "ORIGINAL", and **six (6) COMPLETE copies in PDF format**, of the requested qualification data for evaluation.

Non-Disclosure Agreements:

*******Non-Disclosure Agreements are disfavored. If a Non-Disclosure Agreement is executed by the City in advance as authorized by this request, and confidential materials are submitted, such confidential materials shall not be included on the master CD or copies. Confidential materials, as defined in section 3.14: DISCLOSURE OF PROPOSAL CONTENT AND PUBLIC RECORD REQUIREMENTS, shall be segregated on a separate CD, plainly labeled "Confidential Materials."*******

Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound.

3.10 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. Fancy bindings, colored displays, and promotional material are not desired. Elaborate and verbose proposals are discouraged. Special and elaborate printing of proposals beyond that, which is normal for your profession, is discouraged. Information in addition to that specifically requested (i.e. videotapes, photographs, in-depth Firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy to read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondents follow the format and instructions contained herein. The City 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. Applications that do not comply with the instructions including information outlined in the Qualification Package Guidelines will not be considered. All information received will be maintained with the project file and cannot be returned.

3.11 QUALIFICATION PACKAGE GUIDELINES

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the City's sole discretion, be rejected.
2. The City emphasizes that the Respondent concentrate on accuracy, completeness and clarity of content.

3. Cross Referencing. To the greatest extent possible, each section shall be written on a standalone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
4. Glossary of Abbreviations and Acronyms. Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.
5. Page Size and Format. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
6. 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.
7. Binding and Labeling. All sections of the original qualifications package should be in a 3-ring binder, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

3.12 CITY OF MULBERRY RIGHTS

1. The City has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, 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 best interest of the City to do so.
2. The City reserves the right to award the firm whose response is deemed to be most advantageous to the City.
3. The City reserves the right to award the Contract to the next most qualified Firm if the successful Firm does not begin the contracted services within the prescribed fifteen (15) days or if an acceptable fee cannot be negotiated.
4. The successful Firm shall not discriminate against any person in accordance with federal, state or local law.
5. Firms will be notified in writing as to whether or not they have been selected for this Contract.

3.13 INSURANCE REQUIREMENTS

To be qualified, a firm must have, or commit itself to purchase, the following types and amounts of minimum required insurance:

Workers' Compensation/Employers' Liability:

Insurance shall be no more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City of Mulberry with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- | | |
|-----------|-----------------------------------|
| Part One: | "Statutory" |
| Part Two: | \$500,000 Each Accident |
| | \$500,000 Disease – Policy Limit |
| | \$500,000 Disease – Each Employee |

Commercial General Liability Insurance:

Insurance shall be no more restrictive than that provided by the most recent version of the Standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by the Insurance Services Office or the State of Florida or those described below. The policy must be endorsed to provide the City of Mulberry with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Mulberry and the City's members, officials, officers and employees must be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable only to work performed under a contract with the City and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

| | |
|-------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury |
| \$1,000,000 | Each Occurrence |

Automobile Liability Insurance:

Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of Standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Mulberry with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|--|
| \$1,000,000 | Each Occurrence – Bodily Injury and Property Damage Combined |
|-------------|--|

Errors and Omissions / Professional Liability:

Insurance shall be on a form acceptable to the City and shall cover the proposer for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|--------------|------------------|
| \$ 2,000,000 | Each Claim |
| \$ 2,000,000 | Annual Aggregate |

Failure to attach certificate(s) evidencing such insurance coverage, or to commit in writing to purchase such insurance coverage as part of the initial qualifications submission, will result in disqualification of the firm from competition. Short listed firms will be required to show proof of insurance before submitting final

proposals. Errors and Omissions / Professional Liability Insurance will be required for the all participating members of the design team, if separate or part of separate entities; or required for the submitting firm if unified as a complete design-build operation. All parties must show evidence of other required insurances and coverage amounts shall not be reduced or waived on the basis of size or eligibility for exemption by law. Performance and Payment bonds meeting or exceeding the value of the contract shall be required as outlined by the Florida Statutes.

3.14 DISCLOSURE OF PROPOSAL CONTENT AND PUBLIC RECORD REQUIREMENTS

- A. All material submitted becomes the property of the City of Mulberry. The City has the right to use any or all ideas presented in any reply to this Request for Qualifications. Selection or rejection of any Proposal does not affect this right.
- B. The City of Mulberry, is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for projects as defined in 119.071(1)(c), F.S. (hereinafter “Confidential Materials”), may be exempt from disclosure. **The City of Mulberry discourages the submission of Confidential Materials in response to this request.** If a Respondent must submit Confidential Materials as part of the request or proposal, the information must be segregated, accompanied by a City-executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled “confidential” or “trade secret.” The City will not disclose such Confidential Materials, subject to the conditions detailed within the standard form of Non-Disclosure Agreement, which is attached to this solicitation and which may not be altered. When such segregated and labeled materials are received with an executed Agreement, the City shall execute the Agreement and send the Respondent a “Receipt for Trade Secret Information.”
- C. Effective July 1, 2013, the Florida Legislature enacted Florida Statute 119.0701. This statute requires that all contractors shall comply with Florida’s public record laws with respect to services performed on behalf of the City. Specifically, the statute requires that contractors:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2) Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law.
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - 5) The failure of the Contractor to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the City.

3.15 EXPENSES INCURRED

This invitation does not commit the City of Mulberry to award a contract. The City shall not be responsible for any cost or expense incurred by any Respondent in preparing and submitting a reply, nor for any cost or expense incurred by any Respondent prior to the execution of a contract agreement.

3.16 AMERICANS WITH DISABILITIES ACT

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the City of Mulberry, shall contact the City Clerk at (863) 425-1125 ext. 223, at least five (5) days prior to the scheduled opening or meeting.

3.17 POSTING OF RFQ CONDITIONS/SPECIFICATIONS

This RFQ will be posted for review by interested parties on the City of Mulberry website: <https://www.cityofmulberryfl.org> and will remain posted up to and including the Due Date of this RFQ.

3.18 RFQ TABULATIONS, RECOMMENDATIONS, AND PROTEST

RFQ Tabulations with award recommendations are posted to the City's website at "<https://www.cityofmulberryfl.org>". RFQ tabulations or recommendations are available through the District's website and notices will not be mailed.

3.19 DEFINITIONS

Architect – A member of the design build team whose role is responsible for overseeing the Architectural aspects of the development of the design and production of the construction documents ("plans") and specifications. The position generally involves coordinating the needs of the City, designer and technical staff, and outside consultants such as Structural Engineers, Mechanical Engineers, Civil Engineers, and Landscape Architects.

City - The City of Mulberry, Florida.

Consultant - Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within the City staff. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Purchasing Representative.

Contract - Agreement between the Respondent and the City of Mulberry for services as defined in the Scope of Services.

Design Criteria - The complete details of the services involved in the design, fabrication, and assembly of the components of a project's deliverables into a working product as described in section 2.0

Facility – Design Build Facility – GEM Theatre.

Firm - Any business Firm that will be or has been awarded a contract by the City of Mulberry.

Florida Statute - A permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections. The Florida Statutes are updated annually by laws that create, amend, or repeal statutory material.

Insurer - Insurance Company who provides insurance coverage as specified in this RFQ.

Owner - The City of Mulberry or designated representative(s).

Purchasing Representative – City Clerk for the City of Mulberry, Florida.

Respondent - The person, Firm, or corporation who submits a response.

3.20 REFERENCES

Florida Board of Professional Engineers - <http://www.fbpe.org/>

Florida Building Code - <http://www.floridabuilding.org>

Florida Fire Prevention Code -

<https://www.myfloridacfo.com/Division/SFM/BFP/FloridaFirePreventionCodePage.htm>

Florida Statute 2019 -

<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=72725658&CFTOKEN=42781737>

3.21 ATTACHMENTS

- “A” RFQ Tentative Schedule of Events
- “B” Drug Free Workplace
- “C” Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- “D” Conflict of Interest
- “E” Prohibition against Contingent Fees
- “F” Non-Disclosure Agreement for Confidential Materials
- “G” Certification Statement - Prohibition against Contracting with Scrutinized Companies
- “H” Reference Form

4.0 QUALIFICATION PACKAGE GUIDELINES / SUBMITTAL REQUIREMENTS EVALUATION CRITERIA

Recommendations by City staff are advisory only and shall be submitted to the City Commission for the City of Mulberry for action and approval. The City reserves the right to reject all submittals and issue a new request. The City may submit such other recommendation to the City Commission that the City Manager and City Staff deem to be in the best interest of the City.

4.01 SCORING THE SUBMITTALS

- A.** The City Clerk will facilitate the process and be the point of contact for all issues. No attempt should be made by Proposers to contact or influence any City staff directly or indirectly. The City shall score the entire process.
- B.** An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if applicable). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.
- C.** The City reserves the right to use either a single scorer or a team of scorers to determine the recommendation for short listing of firms.
- D.** The Respondent’s response will be scored by the City in accordance with the following scale:
 - 0 = Unsatisfactory: Not responsive to the question.
 - 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
 - 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
 - 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
 - 4 = Exceeds Expectations for effectiveness and responsiveness to the question.NOTE: The City’s score will be multiplied by the “weighted value” assigned to the different sections listed here, resulting in the total score for that section.
For example: a City Score of 3 x Weighted Value of 10 = Total Section Score of 30

Tab 1 Respondent’s Profile and Submittal Letter (Weighted Value 10)

RFQ Submittal Letter and RFQ Proposed acknowledgement signed by authorized agent of the respondent organization with proof of authorization from the organization. A brief profile of the firm, including:

- 1. A brief history of the prime firm of the design build team
- 2. Organizational structure of the prime firm of the design build team

3. Organizational structure of the design build team
4. Ownership interests / Desired direction of the Company
5. Type of present projects and projected direction of future project type

Tab 2 Project Approach (Weighted Value 20)

Briefly describe the methods you will employ for the following tasks:

1. Design Reviews and Coordination
2. Project Permitting and Scheduling
3. Managing the Design Scope and Construction Costs Within the Project Budget
4. Construction Contract Management and Accounting
5. Quality Control and Close-Out

Provide a brief proposed project schedule based upon the RFQ schedule attached to this solicitation as Attachment "A", identifying milestones and task objectives, and required decisions/approvals through project close-out.

Tab 3 Experience and Past Performance (Weighted Value 30)

Based on the firm's experience with design/build renovations, provide a general analysis of the requirements and potential issues that may arise with this project. Specifically, discuss the identified project scope vs. budget, technical issues such as outdated utilities, the anticipated delivery schedule, and design factors to be considered with the identified site plan and scope. Respondents may submit any information they deem appropriate for evaluation of past performance with other design build contracts, which have/had scope similar to the services detailed in the Scope of Services section of this RFQ. Submit the design/build firm's project experience, identifying two but no more than three design/build projects of comparable size and complexity.

For each project:

1. Indicate construction cost and completion date of each.
2. Describe the specific services provided by the firm for each project.
3. Size and Type of Project
4. Total square footage of building(s) constructed with the facility
5. Total project [final] construction cost
6. Cost/square foot
7. Any specialized renovation services provided above "standard" design and construction services.
8. Indicate the lead personnel on each representative project and their roles. Explain the individual's proposed role on this project, if different.
9. Provide the client's name and contact person, address, phone numbers.
10. Include any written references provided by clients.

The City requires that the firm's direct project experience be differentiated from individual staff experience. Therefore, if you choose to identify individuals' project experience (gained at other firms), this section should be clearly subdivided as follows:

1. Firm's Project Experience
2. Individuals' Project Experience (while employed by other firms)

Litigation - Identify all litigation in which your firm has been a party (including arbitration, administrative proceedings, etc.) or lawsuits during the last five (5) years involving a single client for claims. Include a brief description of the dispute and its current status. Describe the particular circumstances giving rise to the dispute and the actions that your firm took to attempt to settle the matter. Also, describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against your organization.

Identify any disputes or claims in which your firm has been a party and which were resolved without legal action.

Tab 4 Proposed Project Staff and Functions (Weighted Value 25)

Provide an organizational chart of the proposed design/build team (including consultants). Indicate the relationship and lines of responsibility between the design and construction team(s). Clearly identify the point of contact for the project.

Provide resumes of key personnel, respective roles, education, and their experience in design and construction contract administration. Identify and highlight any experience as related to renovation of existing facilities and work on public facilities.

Licenses and Certificates – Provide copies of contractor, and professional registration licenses for the team as well as all consultant firms proposed for this project (these may be photographically reduced, as long as they are readable).

Tab 5 References (Weighted Value 5)

The Respondent must provide a minimum of three (3) references from owner representatives for projects that the Firm has provided and/or is providing professional services, which are similar in scope to this RFQ. References shall be current, dated within two (2) years of this solicitation. The Respondent must utilize the Reference Form attached to this solicitation as Attachment “H” and this form must be submitted with the bid submittal.

Tab 6 Work Load (Weighted Value 5)

Provide a list of outstanding (active) projects, client names and status of completion, anticipated completion dates, dollars committed to open projects, and overall workload with all Owners including the City of Mulberry.

Tab 7 Location (Weighted Value 5)

Provide the physical address (3 year minimum) of the firms’ office from which the work will be administered. Attach a copy of your business license. Locations will be awarded points by location with highest value given to proximity to project:

- Polk County – 4
- Florida – 2
- Other - 1

Tab 8 Confidential Materials, Financial Strength (Pass/Fail)

Confidential materials shall be submitted in this section – any materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials (Attachment “F”).

Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Firm’s financial or managerial ability to perform the noted tasks under this Contract. Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing this information.

All Respondents shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of Mulberry.

Tab 9 Insurance and Other Required Forms (Non-Scored)

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated or a satisfactory commitment to purchase insurance in the required coverages as outlined herein.

If available, a properly completed ACORD Form is preferable. Final required forms must contain the correct solicitation and/or project number and City of Mulberry, Florida.

Complete & Return the following:

- Completed Addenda's (if applicable)
- Attachment "B" Drug Free Workplace
- Attachment "C" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Attachment "D" Conflict of Interest
- Attachment "E" Prohibition against Contingent Fees
- Attachment "G" Certification Statement - Prohibition against Contracting with Scrutinized Companies

5.0 COMPETITIVE PROPOSALS AND ORAL PRESENTATIONS INTERVIEWS GUIDELINES EVALUATION CRITERIA FOR SHORT LISTED FIRMS

After short listing, the City shall empanel an evaluation committee, which may at the City's option, be the City Commission, to conduct interviews with or receive presentations from the short list of vendors. If this is determined, your company will be contacted for the interview or presentation, which may occur on the date listed in Attachment "A".

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and City meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
3. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
4. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

Prior to interviews and presentations, each short listed firm shall, on the date given by the City, provide a competitive proposal to the City pursuant to § 287.055(9)(c)4., Florida Statutes (2019) and § 2-73.6 of the Code of Ordinances of the City of Mulberry, Florida describing in detail its proposed price to perform the work specified in the design criteria package and deliver to the City a finished product. Pricing shall be in the alternative for "per-unit" work as described in the design criteria package, and "lump-sum" for performance of the entire scope.

Firms requested to provide interviews or presentations should be prepared to discuss the following topics. In addition, firms may be provided with specific questions related to these topics prior to the oral presentations/informal interviews.

- | | | |
|----|--|---------------------|
| 1. | Team Capabilities | (Weighted Value 20) |
| 2. | Ability of Personnel | (Weighted Value 20) |
| 3. | Past Performance | (Weighted Value 30) |
| 4. | Time Constraints/Budget Compliance | (Weighted Value 20) |
| 5. | Price for Performance of Scope | (Weighted Value 50) |
| 6. | Location | (Weighted Value 10) |
| 7. | Workload | (Weighted Value 10) |
| 8. | Volume of Work Awarded by the City of Mulberry | (Weighted Value 10) |
| 9. | Other factors identified at time of short list meeting for any unique project circumstances. | |

(This criteria will be removed if none are identified.) (Weighted Value 5-15)

SCORING: An adjectival scoring system shall be developed by the evaluation committee for the presentation/informal interviews. The scoring system shall be distributed with the short listed firms' notification. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

6.0 PROJECT BUDGET AND FEES

The total budget for this project may not exceed \$2,000,000. Each participating design build firm shall be responsible for ensuring the total design and construction costs for full completion of the project in accordance with the scope of work and design criteria package, including planning, permitting, and all phases of construction, shall not exceed the project's \$2,000,000 budget.

7.0 FINAL SELECTION

Based on the interviews, presentations and competitive proposals, the evaluation committee shall make a final ranking recommendation to the City Commission, or the City Commission (if serving as the evaluation committee) shall make a final ranking. If the City Commission does not serve as the evaluation committee, it may accept, reject or re-rank firms based on the criteria in this request. After approval of a final ranking by the City Commission, the City will proceed to negotiate a contract with the highest ranked firm, which shall be deemed the most advantageous firm for the City of Mulberry to contract with after the competitive request for proposals procedure.

If, after ranking, the parties cannot agree on fees, costs, or time for performance, the City will proceed into negotiations with the next, subsequently ranked firm per Chapter 287.055, Florida Statutes.

8.0 RESERVATION OF RIGHTS

The City reserves the right to:

- (a) end this solicitation at any time, regardless of the number of bids received or the status of processing of submissions;
- (b) reject any single bid or reject all bids received, based on any factor it deems to be adequate to serve the best interest of the City and to protect the public treasury, which shall include, but not be limited to, suspicion of fraud, suspicion of collusion, violation of the no contact rule; prior negative experience with the proposer/vendor, and other similar factors;
- (c) reject any single bid or reject all bids received, based on the criteria outlined in § 2-73.6(j) of the Code of Ordinances of the City of Mulberry, Florida;
- (d) waive or not waive, in its sole and unlimited discretion, any irregularities in qualifications, proposals or bids received;
- (e) withdraw any offer to contract with any firm prior to execution (competitive selection notwithstanding) if the project needs, scope of work or budgetary constraints have changed; and
- (f) withdraw any offer to contract with any firm for any reason not identified herein upon notice.

ATTACHMENT "A"

RFQ TIMELINE

| <u>Date</u> | <u>Description</u> |
|-------------------------|---|
| November 22, 2019 | RFQ Posted |
| November 22-26, | Legal |
| December 6, 2019 | Mandatory Pre-Submittal Conference and site visit Conference City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Time: 9:00 AM Site Visit Location: GEM Theatre 110 1st Ave NW, Mulberry, Florida 33860 Time: Immediately Following Pre Submittal Conference |
| December 13, 2019 | Question Deadline Deliver to: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 OR slauther@cityofmulberryfl.com Time: Due Before 3:00 PM |
| December 20, 2019 | Addenda released (if necessary) |
| January 10, 2020 | Submittals Due Deliver to: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Due Before 4:00 PM |
| January 10, 2020 | City to Receive Submittals Location: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Time: 4:00 PM |
| January 21, 2020 | City Short List Meeting Location: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Time: 10:00 AM to 1:00 PM |
| January 22, 2020 | Short Listed Firms Notified |
| January 28, 2020 | Short Listed Firms Site Visit Location: GEM Theatre 110 1st Ave NW, Mulberry, Florida 33860 Time: 9:00 AM |
| February 3, 2020 | City to Receive Competitive Proposals from Short Listed Firms Location: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Time: 8:00 AM to 9:00 AM |
| February 4, 2020 | Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the City Location: City of Mulberry - City Hall 104 S. Church St., Mulberry, Florida 33860 Time: Tentatively 8:00 AM - 12:00 PM (TBD at Short List Meeting) |
| February 5, 2020 | Award recommendation |
| February 10-14, 2020 | Contract Development |
| February 14, 2020 | Agenda Item Due Date for Top-Ranked Firm and Approval of Contract |
| February 28, 2020 | Board Approval of Top-Ranked Firm and Contract |

March 2, 2020
October 1, 2020

Notice to Proceed
Re-open the GEM Theatre

ATTACHMENT "B"

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: _____

Printed Name/Title: _____

Company Name: _____

ATTACHMENT "C"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

RFQ 2019-04-GEM

RFQ Number

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT “C” CONTINUED

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

ATTACHMENT "D"

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the City of Mulberry, nor has any outstanding past due debt to the City of Mulberry; and
4. The City of Mulberry reserves the right to disqualify RFQs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFQ process as required by law, upon the part of the Respondent(s), the City's Professional Consultant(s) or any City employee(s) who may, or may not, be involved in developing RFQ specifications and/or firm RFQ schedules. Multiple RFQs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the City's Professional Consultant(s) or City employees. Contractors involved in developing a RFQ specification or Contractors with knowledge of RFQ specifications prior to the advertisement shall be disqualified from participating in the RFQ process.

EXCEPTIONS (List. If none, so state.) _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

**Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and
Disqualification Provision**

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

ATTACHMENT "E"

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal.

The respondent, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____

(Seal)

ATTACHMENT "F"

(USE OF THIS AGREEMENT IS DISCOURAGED AND DISFAVORED)

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE EVALUATION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Mulberry and the above named Respondent (hereinafter the "Respondent"). The City of Mulberry and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the City of Mulberry for the purpose of responding to a request for qualifications or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials - The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials - During the course of the negotiations or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.

3. Exclusions - For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the City;
- (b) Information in the public domain through no wrongful act of the City;
- (c) Information received by the City from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent - In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.

5. Duty of Care - Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law - Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent - In the event of any litigation instituted by a third party to compel the City to disclose materials designated by Respondent as trade secret, Respondent shall, at its sole cost and expense, defend the City, through counsel reasonably acceptable to the City, with respect to its denial of the records request, and shall hold the City harmless from any claim for statutory costs, attorney's fees, both trial and appellate, and costs of suit arising from the City's refusal to disclose such materials.

8. No Additional Obligations - This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice - Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

City of Mulberry, Florida
City Clerk
104 South Church Street
Mulberry, FL 33860

11. Governing Law - This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Polk County, Florida, or the Federal District Court for the Middle District of Florida, Tampa Division.

Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Mulberry, Florida

NAME: _____

TITLE: _____

DATE: _____

Respondent: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT "G"

CERTIFICATION STATEMENT
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither respondent, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

Signature

Printed Name

Title

Company Name

Date

ATTACHMENT "H"

REFERENCE FORM



**CITY OF
MULBERRY**

The City of Mulberry, Florida
City Clerk
Attention: slauther@cityofmulberryfl.com
104 South Church Street
Mulberry, Florida 33860
Tel: (863) 425-1125 ext. 223

The Next Line To Be Completed by the Firm Being Referenced.

Firm:

City Title: **RFQ-2019-04-GEM** – Design Build – GEM Theatre Renovations

The City of Mulberry is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return to firm requesting reference. Your assistance in providing this information is appreciated.

*Reference forms shall be included with bid submittals.

| This Section To Be Completed by the Reference Provider. | | | |
|--|-----------|-----------------|----------------|
| What specific services did this firm provide? _____ | | | |
| Was the firm responsive to your needs and requests? | Yes | No | |
| Was there good communication between the client and the firm? | Yes | No | |
| Was the firm proactive in resolving problems and disputes? | Yes | No | |
| Was the staff professional and knowledgeable? | Yes | No | |
| Were the services completed on time and within budget? | Yes | No | |
| Has this firm ever been awarded a repeat contract by your Organization for similar services? | Yes | No | |
| Would you award a contract to this firm again for similar services? | Yes | No | |
| How would you rate the overall performance of the firm: | | | |
| Excellent | Very Good | Satisfactory | Unsatisfactory |
| Comments: _____ _____ | | | |
| Name of Person Providing Information: _____ | | | |
| Printed name _____ | | Signature _____ | |
| Title: _____ | | Phone: _____ | |
| Company/Agency: _____ | | Email: _____ | |