

TOWN OF WINDERMERE

REQUEST FOR QUALIFICATIONS  
for  
CONTINUING ENGINEERING SERVICES

RFQ #2024-01

DUE: March 6, 2024  
3:00P.M.

Deliver or mail responses to:  
Tonya Elliot-Moore, Public Works Director  
Building 100, Town Admin Reception  
Town of Windermere  
614 Main Street  
Windermere, FL 34786

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**for**  
**CONTINUING ENGINEERING SERVICES**

**Overview**

The Town of Windermere (Town) is soliciting statements of qualifications (SOQ) from firms that can demonstrate they have the resources, experience and qualifications to provide continuing engineering services to the Town as described in Exhibit B (Services).

**Services Overview:**

The Town is seeking several firms to provide the Services under continuing contracts for a three (3) year initial period with two (2) optional one (1) year extensions, for a total of five (5) possible years. The firms shall be selected in accordance with F.S. 287.055. The Services for each project under the continuing services contract are limited by Statute to projects that are under \$4.0 million estimated construction cost or a \$500,000 study limit. If Federal funding is utilized for a project, the Services for each Federal funded project is limited to \$10,000 in engineering fees. If the Town's project will exceed the \$4.0 million estimated construction cost limit or a \$500,000 study cost limit, or if federally funded, exceed \$10,000 in fees, that project's engineering services will be advertised and procured separately under F.S. 287.055 and not performed under a selected firm's continuing services contract.

**Assignment of Work:**

The Town may award a continuing services contract to one or more firms. If the Town awards contracts under this RFQ to more than one firm, the Town shall rotate the projects among such firms pursuant with the requirements of F.S. 287.055, which requires that the workload and contract values for the Services to the contracted firms be divided based upon their current volume of work assigned, the dollar value of work assigned, the particular specialties of the firm and its subconsultants, and the ability of the firm to perform the Services within the Town's needed schedule and other requirements.

As the Town generates individual projects, the selected firm will be provided with a scope of services statement for the particular project. This statement will provide the basis for the firm and the Town's Public Works Director to mutually develop a clearly defined comprehensive scope of services for the specific project. On the basis of the scope of services, the firm will prepare and submit for the Town's consideration a detailed proposal covering the scope, schedule and cost of the professional Services and any other related costs. The proposal will itemize the hours and tasks to be performed for the Services using negotiated hourly rates to calculate the proposed fee for the Services. The Town will review and negotiate the proposal, schedule, and fee with the firm. After mutual agreement on the proposal, schedule, and fee, a Task Authorization will be generated by the Town giving authorization to the firm to proceed with performing and completing the agreed to Services.

**SBE/MBE Participation**

Please note that the Town encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

**Term**

The Town intends to enter into a three (3) year contract term to begin on the effective date of the contract. The Parties, may by mutual agreement, extend the term for two (2) optional one (1) year extensions.

### **Submittal Requirements**

Firms desiring to submit a SOQ, shall submit one (4) original unbound and one (1) digital copy (USB) of their proposal no later than:

**3:00 p.m. on March, 6, 2024** at the following location:

**614 Main Street, Building 100, Town Administration Reception, Windermere, Florida  
34786**

Offers by telephone or email shall not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The Town will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the Respondent to ensure that their proposal reaches the Town by the deadline.

All information submitted will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record. All responses and accompanying documentation will become the property of the Town and will not be returned.

### **Selection Process**

**Ranking:** Firms will be ranked in a three-part process:

**Part 1.** Responses received will be evaluated to ensure that the firms have met the submittal requirements stated in this RFQ.

**Part 2.** The Town staff will select and rank at least three (3) top firms to be scheduled for oral presentations or discussions. The ranking will not be carried forward to the next step of the process.

**Part 3.** Short-listed firms will be required to discuss their qualifications with the Town staff and may be required to make oral presentations and answer questions. After the discussions and presentations, the Town staff will re-rank the short-listed firms using the evaluation criteria listed in this RFQ. The final rankings and the selected firms will require approval by the Town Council.

Once the Town Council approves the final rankings, the Town will initially attempt to negotiate continuing service agreements with the two (2) top ranked firms. If agreement is not reached with any of the two (2) top ranked firms, negotiations will be terminated with that particular firm and initiated with the next ranked firm, and so on, until an agreement is reached with at least two (2) firms.

The successful firms shall be required to execute an agreement in substantially the form of the attached which provides, among other things, for fixed hourly rates, professional liability insurance, and that any and all plans, drawings, reports, and specifications that result from firm's services shall be the sole property of the Town.

All responses accepted by the Town are governed by this RFQ and any and all additional Terms and Conditions submitted by any firm are rejected and shall have no force and effect.

In determining whether a firm is qualified, the Town shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of the supporting office; recent, current, and projected workloads of the firm and all other factors under Section 287.055 (CCNA). The rates and fees for the agreement will be negotiated pursuant to the CCNA after a successful firm is chosen. Do not include rates and fees in your response to this RFQ.

### **Questions/Inquiries**

The Town will accept inquiries or questions regarding the contents of this RFQ until one (1) week prior to the submittal deadline. Answers to questions will be addressed through addenda and issued no later than four (4) days prior to the submittal deadline. If the Town is unable to provide answers in a timely manner, the submittal deadline may be extended as necessary.

Inquiries and Questions should be directed to the following contact:

**Tonya Elliott-Moore, Public Works Director- [tmoore@town.windermere.fl.us](mailto:tmoore@town.windermere.fl.us)**

Respondents should not contract any Town Council member to discuss this RFQ during the submittal and selection process.

No oral interpretation of this RFQ shall be considered binding. The Town shall not be bound by any statements except those statements in writing by the Towns' Public Works Director.

### **Minimum Qualifications**

The Respondent must demonstrate the following:

1. Licensed as a Professional Engineer (PE) in the State of Florida in accordance with Florida Statute 471.
2. Experience and have the proper equipment and team of professionals capable of providing the Services in an efficient manner in the best interest of the Town.
3. Knowledge of Federal, State and Local rules, regulations and guidelines pertaining to the proper development of designs and methods of roadway and stormwater construction.
4. Proven experience and knowledge of the NPDES program and permitting as described in the Clean Water Act, as well as FDEP and SFWMD rules and regulations.

### **SOQ Format**

The SOQ should be limited to no more than 10 pages (exclusive of required forms) and address the following criteria in an organized, easily identifiable manner:

1. **Cover Letter** - Provide a cover letter signed by an officer of Respondent that includes the following: Primary Firm Name, Statement of Qualifications (SOQ) for the Services, why the Respondent believes they are uniquely qualified to provide the Services and contact information for the Respondent's primary point of contact(s) as well as other key employees

or sub-consultants that will provide services under this RFQ.

2. **Qualifications** - Provide evidence that the firm meets the minimum qualifications required by this RFQ and include a minimum of 3 references from clients whom the Respondent has provided services similar to the Services in the past 5 years. Please include the name of the client, contact information, contract term and value, brief description of the services performed, and the dollar amount of fees paid. References from Florida clients are preferable. License/Certification: Respondent shall provide with their submittal a copy of their occupational license (business tax receipt) for the entity in which they are registered, professional engineer (PE) license, and any other authorizations inclusive of the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), South Florida Water Management District (SFWMD) and Federal Emergency Management Agency (FEMA) certifications necessary to carry out and perform the work required for these services pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
3. **Services Understanding and Approach-** Provide an understanding of the Services and the Respondent's approach to providing the Services.
4. **Form of Contract** - The form of the contract to be used by the Town is attached hereto as Exhibit A. A schedule of hourly rates will be negotiated pursuant to CCNA after the highest ranked firm is selected. Any exceptions to the Exhibit A contract must be clearly indicated in Respondent's SOQ, with exceptions clearly noted. The Town has the right to require the selected firm to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, in its sole discretion.
5. **Legal:** Provide a list of all lawsuits by and against the firm and sub-consultants over the past five (5) years.
6. **Conflict of Interest:** Indicate any potential conflicts of interest with the Town, including the Town Council members.
7. **Complete and submit with the SOQ the following forms:**
  - a. Employee List- Exhibit C
  - b. Drug Free Workplace Certification- Exhibit D
  - c. Equal Employment Opportunity Certification – Exhibit E
  - d. Non-Collusion Oath- Exhibit F
  - e. Good Faith Affidavit – Exhibit G

#### **Additional Terms and Conditions**

The Town reserves the right to accept or reject any or all SOQs, responses, and proposals, with or without cause, and to waive any technicalities.

The Town reserves the right, and the Town's Public Works Director has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Town's Council when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest.

The Town reserves the right to request clarification of information submitted and to request

additional information of one or more Respondents.

Any SOQ may be withdrawn until the date and time set above for the submission of the SOQs. Any SOQ not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the Town the services set forth in this RFQ, or until one or more of the Respondents have been awarded.

Costs of preparation of a response to this request for qualifications are solely those of the Respondent. The Town assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that the Town bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By submission of a proposal in response to this solicitation, the proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**Prohibition Against Social, Political, or Ideological Interests**

All firms are notified that F.S. 287.05701 prohibits the Town from requesting documentation of or consideration of a firm's social, political, or ideological interests when determining if the firm is a responsible vendor and that the Town may not give preference to any firm based upon the firm's social, political, or ideological interests.

**COMPLIANCE WITH LAWS:**

Firms shall comply with all laws, rules, codes, ordinances, licensing and bonding requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, contractor shall comply with the Florida Sunshine Law and Public Records Act, Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for immediate contract termination.

**CONVICTED VENDORS:**

A person or affiliate placed on the convicted Vendor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Town for a period of thirty-six months from the date of being placed on the convicted Vendor list.

**DISCRIMINATORY VENDOR:**

An entity or affiliate placed on the discriminatory Vendor list pursuant to Section 287.134 of the Florida Statutes is prohibited from submitting a bid, response, or entering into a contract to provide any goods or services to the Town for a period of thirty-six months from the date of being placed on the discriminatory Vendor list.

**FIRM'S REPRESENTATION AND AUTHORIZATION:**

In submitting a response, each firm understands, represents, and acknowledges the following (if the firm cannot so certify to any of following, the firm shall submit with its response a written explanation).

- The firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for firm to solicit or secure a contract with the Town 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 Firm any fee, commission, percentage, gift, or other consideration contingent on or resulting from securing a contract with the Town.
- The firm is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the response, the firm, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- To the best of the knowledge of the person signing the response, the firm has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
- The response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The firm has fully informed the Town in writing of all convictions of the firm, its affiliates (as defined in subsection 287.133(l) (a) of the *Florida Statutes*), and all directors, officers, and employees of the firm and its affiliates for violation of Federal or State Antitrust laws with respect to a public contract for violation of any Federal or State law involving fraud, bribery, collusion, conspiracy or material misrepresentation. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the firm nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds: Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or -Has within the preceding three (3) years of this certification had one (1) or more Federal, State, or local government contracts terminated for cause or default.
- The firm shall indemnify, defend, and hold harmless the Town and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the firm's preparation of its response.
- The firm certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The firm certifies it does not do business in Cuba or Syria.

**Exhibits:**

**Exhibit A** - Agreement for Continuing Engineering Services

**Exhibit B** - Scope of Services

**Exhibit C** - Fee Schedule/Employee List

**Exhibit D** - Drug Free Workplace Certification

**Exhibit E** - Equal Employment Opportunity Certification

**Exhibit F** - Non-Collusion Oath

**Exhibit G** - Good Faith Affidavit



**EXHIBIT A**

AGREEMENT

RFQ #2024-01 Continuing Engineering Services

## Exhibit B

### Continuing Engineering Scope of Services

#### SCOPE OF SERVICES

The Scope of Services (Services) include engineering services for various engineering projects including stormwater improvements, NPDES consulting, monitoring and permitting, roadway infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies, construction management/administration and associated public works needs.

The Services to be provided include:

1. **Design Engineer** - Overall design phase service, survey, geotechnical report, preparing plans, specifications and estimate, coordination with various regulatory agencies, public entities and public and private utilities to obtain approval and permits; public involvement (e.g. community/neighborhood meetings); bid phase services; and, limited construction phase services to answer Request for Information (RFI's), material testing reports and design changes.
2. **Construction Administration** - Review of contractor pay estimates/invoices, prepare work reports (if needed); log project communications, submittals, change orders, work directives, RFI's, sketches and responses, citizen complaints or concerns, communications with adjacent property owners; prepare meeting notes, testing reports, management of walk-throughs, punch lists and warranty paperwork.
3. **Construction Management** - Provide daily project construction management, when needed, direction and oversight of contractor activities, problem resolutions, inspection, and managing testing services, coordination with third parties, external agencies, the Town of Windermere, residents or other projects.
4. **Planning Services** - Provide engineering studies and insight for future capital improvement project list and/or needs. These services may include, but not limited to, infrastructure rehabilitation, such as, roadways, sidewalks, stormwater and other improvements. Studies and data may include pavement management plan, traffic volume and speed collection, traffic origin and destination, turning movements and other such data collection in order to provide an accurate report.
5. **Other Infrastructure Maintenance and/or Construction Projects** - In addition to capital programs, there may be a need for these services' relative to some additional projects that may be identified. Other project examples include routine pavement maintenance and

rehabilitation, sidewalk construction, storm sewer repair and other public infrastructure-related projects.

6. **FDEP MS4 Management** - Provide record keeping and on-going permitting services to maintain the Town's NPDES Stormwater MS4 Permits. Provide recommendations and/or training opportunities to Staff to improve current procedures and inform residents of water quality measures through articles and/or other devices.

**EXHIBIT C**

KEY EMPLOYEE LIST

**Exhibit D**  
**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED Respondent CERTIFIES that it has implemented 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 work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any 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, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

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

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

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

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

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

**Exhibit E**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Town requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

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

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**Exhibit F**  
**NON-COLLUSION OATH**

STATE OF .....

COUNTY OF .....

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

\_\_\_\_\_ and made oath that the Respondent herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_  
2024, by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

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

[STAMP HERE]

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Exhibit G**  
**GOOD FAITH AFFIDAVIT**

I hereby propose to provide the services requested in the Town's RFQ and, if awarded, enter into a contract with the Town. I agree that the terms and conditions of the Town's RFQ shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFQ, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the Town may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Respondent or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of Town or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
Name & Title, Printed

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

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

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

This foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

[STAMP HERE]