



**REQUEST FOR QUALIFICATIONS – ARCHITECT**

**FOR CITY HALL RE-ROOF AND REPAIRS  
(HISTORICAL PRESERVATION GRANT)**

## **GENERAL CONDITIONS**

**PUBLIC ENTITY CRIMES:** 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 RFQ or Proposal on a contract to provide any goods or services to a public entity, may not submit a RFQ or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFQ's or Proposals 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 Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES:** Pursuant to Florida Statutes, any Public Officer or Employee of the City of Frostproof will abide by all ethical requirements as outlined in Chapter 112, Part III.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a RFQ or Proposal on a contract to provide any goods or services to a public entity, may not submit a RFQ or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFQ's or Proposal 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.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF RFQ'S AND/OR PROPOSALS:** The City of Frostproof cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information and materials received by the City of Frostproof in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or 30 days after RFQ/Proposal opening, whichever occurs first. Section 119.071, F.S.

**SUBMISSION OF RFQ'S:** All RFQ's shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said RFQ to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any RFQ received at the prescribed delivery point after the specified date and time will not be accepted. RFQ's must be submitted on forms provided by the City. No other forms will be accepted. Telephone, Email, and Fax RFQ's will not be considered. No RFQ may be modified after opening. No RFQ may be withdrawn after opening.

**DELAYS:** The City of Frostproof, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Frostproof Website [www.cityoffrostproof.com](http://www.cityoffrostproof.com).

**ADDENDUM:** Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Frostproof website [www.cityoffrostproof.com](http://www.cityoffrostproof.com) and Demand Star . All Proposers should check the City of Frostproof website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

**EXECUTION OF RFQ:** RFQ must contain a manual signature of authorized representative in the space(s) provided. RFQ's must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

**RFQ OPENING:** RFQ shall be opened at the time, date and place specified in the RFQ. The name of the Proposed shall be read aloud publicly.

**CLARIFICATION/CORRECTION OF RFQ ENTRY:** The City of Frostproof reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed in writing to Nicole McDowell City Manager, unless otherwise specified in the RFQ. Those interpretations, which may affect the eventual outcome of this RFQ, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Frostproof.

**ADDITIONAL TERMS AND CONDITIONS:** The City of Frostproof reserves the right to reject RFQ's containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**TAXES:** The City of Frostproof is exempt from Federal Excise Taxes and all sales taxes.

**ASSIGNMENT:** Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

**LIABILITY:** The Proposer shall hold and save the City of Frostproof, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

**LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

**EQUAL EMPLOYMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** All Proposers submitting a response to this RFQ agree that such response also constitutes an RFQ to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept this RFQ, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ. This agreement in no way restricts or interferes with the right of any governmental agency to re-qualify any or all Proposers.

**MANNER OF PAYMENT:** Progress payments will be made on the basis of work completed in accordance with the dollar cost bid proposal. Interim billings shall cover a period of a calendar month. A 10% retainer will be held from each invoice until completion of the project and final acceptance at which time the retainer will be released.

**City of Frostproof**  
**Request for Qualification Statements (RFQ)**  
**ARCHITECTURAL DESIGN SERVICES AND PROJECT MANAGEMENT**

The City of Frostproof is soliciting qualification statements from firms interested in providing architectural design services and project management for a restoration/renovation project of the Historic Frostproof City Hall located at 111 West 1<sup>st</sup> Street, Frostproof, Florida.

**Background Information:**

The Frostproof City Hall is listed on the National Register for Historical Buildings. The date of designation was October 13, 1997. The building currently serves the community as a local government building, which houses a Polk County Sheriff's Substation Office along with an auditorium used for a variety of community meetings, events, and social activities.

**Building History:**

Frostproof City Hall is in the heart of the Frostproof, Florida in Polk County. Incorporated in 1918. The building began as Frostproof High School. It was designed by architects Oscar Berg and M. Leo Elliott in the Mediterranean Revival style popular in 1920's land boom years in Florida. The masonry high school was built with a brick foundation, patterned stucco exterior finish, and a low pitched hipped roof covered with asphalt shingles. Most of the windows are banks of aluminum awning windows. There are towers at the east and west ends of the main wing.

In 1992 the Polk County School Board turned the building over to the City of Frostproof. The city added a new roof, new windows, repaired the masonry, and repainted the building.

Today the second floor of the building is government offices, council chambers, and meeting rooms. The east wing of the first floor is the Polk County Sheriff's offices. Also on the first floor is an auditorium and main lobby.

**Description and Scope of Services Required:**

The City of Frostproof has been awarded a Historical Preservation grant to restore the historic Frostproof City Hall. Work items include replace roof (including install underlayment and roof vents, replace lead boots which cover the plumbing vents, replace galvanized metal sheeting in all valleys, inspect existing decking, and remove debris); and repair and repaint interior drywall.

As a listed historic site, the project design must conform to requirements of the Florida Historic Register and the National Register of Historic Places. Successful experience in this area of practice will be deemed to be a benefit to the City.

There will not be a Pre-Qualification Meeting.

Any RFQ's not complying strictly with the requirements of this Request for Qualifications (RFQ) may be ruled as nonresponsive and ineligible for consideration.

**THE CITY RESERVES THE RIGHT to reject any or all RFQ's or parts thereof or to accept the RFQ or parts thereof when considered in the best interest of the City. Any RFQ received after the time and date specified will not be considered.**

## **GENERAL INSTRUCTIONS**

1. Inquiries: Questions may arise as firms are preparing their RFQ's. Please direct questions in writing to: Nicole McDowell [nmcdowell@cityoffrostproof.com](mailto:nmcdowell@cityoffrostproof.com).
2. Signature Requirements: RFQ's must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting RFQ's, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each RFQ shall indicate the entity responsible for execution on behalf of the RFQ team.
3. Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Frostproof website and Demand Star.
4. Rejection Rights: The City of Frostproof reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of RFQ's. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
5. Cost of RFQ Preparation: No reimbursement will be made by the City of Frostproof for any costs incurred in the preparation of the RFQ or presentation.

**Process for Submission:**

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Technical Review Committee will review and evaluate complete submittals to this RFQ to identify no less than three of the most qualified Proposers based on rankings. Proposers may be invited to appear for interviews by the Technical Review Committee or be asked to further demonstrate their qualifications, although in the interest of expediting the process, this is not anticipated. The City Staff Technical Review Committee will short list and rank the three most qualified firms. Ranking of the short-listed proposers shall be scheduled for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

RFQ's must be submitted in accordance with the terms and conditions of this RFQ.

Requests for additional information regarding the RFQ for this property must be submitted in writing by the date and time identified in the schedule to:

Nicole McDowell, City Clerk  
City of Frostproof  
PO Box 308  
Frostproof, Florida 33843  
Phone 308-520-8875  
[nmcdowell@cityoffrostproof.com](mailto:nmcdowell@cityoffrostproof.com)

Each submittal shall be marked on the outside in bold letters as follows; **City of Frostproof, RFQ - Architect**, no facsimile copies will be accepted. All RFQ's received will be forwarded for review and evaluation by the selection committee comprised of City Staff. The entire packet must be sealed, properly identified, and delivered prior to the deadline to:

In Person:  
Nicole McDowell, City Clerk  
City of Frostproof  
111 W 1<sup>st</sup> Street  
Frostproof, Florida 333843

Or via mail and received by the due date:  
Nicole McDowell, City Clerk  
City of Frostproof  
PO Box 308  
Frostproof, Florida 33843



**Required Contents and Format of Submission RFQ:**

Responses to this RFQ should include, at a minimum the following indexed or clearly identified components:

1. Cover Letter: The cover letter shall be addressed to Dr. Nicole McDowell City Manager. Cover letter should state if the firm qualifies for minority designation.
2. Listing of proposed consultant team and Project Manager(s), including anticipated sub consultants with names, addresses and contact information.
3. Provide a work history of similar projects completed by the Consultant within the last five (5) years, including up to five (5) references and their telephone numbers.
4. An estimate of the Consultant's current workload or a forecast of the Consultant's ability to assign resources to the project and an estimated timeline for the completion of the design portion of this project.
5. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement (attached Form A).
6. Completed Drug-Free Workplace Certification (attached Form B).
7. Copy of firm's certificate of insurance.
8. Copy of firm's current Florida Professional License(s).
9. Copy of W-9.
10. Copy of Firm's Fee Schedule or cost RFQ for services to be provided or available.

RFQ's **must** include all items requested to be considered responsive.

Firms or companies desiring to provide services shall submit one (1) original, three (3) identical copies, and one (1) ADA complaint electronic version on USB.

## EVALUATION CRITERIA

The CITY OF FROSTPROOF shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF FROSTPROOF based on the entire evaluation process and all the information gathered. RFQ packages will be reviewed and evaluated by a Selection Committee. RFQ packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

### **ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (0 - 40 POINTS)**

1. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Review the professional resources available to properly provide services as requested in the RFQ document.
3. Reviews the project team to ensure the team proposed contains all critical disciplines required.
4. Team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average	0	Points
Average	10	Points
Above Average	20	Points
Well Above Average	30	Points
Outstanding	40	Points

### **FIRM'S EXPERIENCE (0 - 40 POINTS)**

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFP document.
3. Experience pertaining to specific City of Frostproof projects will also be considered. City of Frostproof staff shall not however, furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFQ document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average	0	Points
Average	10	Points
Above Average	20	Points
Well Above Average	30	Points
Outstanding	40	Points

### **EFFECTS OF THE FIRMS CURRENT AND PROJECTED WORKLOAD (0 - 30 POINTS)**

1. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average	0	Points
Average	10	Points
Above Average	15	Points
Well Above Average	20	Points
Outstanding	30	Points

**INSURANCE REQUIREMENTS**

A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Frostproof as an additional insured on the comprehensive general liability.

**CITY OF FROSTPROOF**

(Form A)

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

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COMPANY NAME

---

SIGNER'S NAME (PRINT OR TYPE)

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AUTHORIZED SIGNATURE

---

TITLE

---

DATE

*Failure to check the appropriate blocks above may result in disqualification of your RFQ. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your RFQ.*

**THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR RFQ**

**CITY OF FROSTPROOF**

**DRUG-FREE WORKPLACE CERTIFICATION**

(FORM B)

Does your Agency have a Drug-Free Workplace Program: Yes: \_\_\_\_\_ No: \_\_\_\_\_

In order to have a drug-free workplace program, a business shall:

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.

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 violation.

Give each employee that engages in providing the commodities or contractual services that are under RFQ a copy of the statement specified in subsection (1).

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 RFQ, 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 ) calendar days after such conviction.

Impose sanctions 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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE