



**APALACHEE REGIONAL PLANNING COUNCIL**

Local Partnerships. Regional Impact.

# **REQUEST FOR QUALIFICATIONS**

**Continuing Contracts for Professional Services**

**RFQ-25-01**

**February 3, 2025**

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## SECTION 1 – INTRODUCTION

### 1.1 Introduction to the Procurement

The ARPC was established in 1977 to provide technical assistance services to its member local governments. The ARPC is represented by a 31-member Board and a skilled staff that provides technical assistance to governments and partner organizations within the Apalachee Region. The ARPC covers nine counties including Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla counties, which encompasses 28 municipalities total. The ARPC staff has expertise in a variety of areas including land use and environmental planning, economic development planning, revolving loan fund management, geographic information systems (GIS), communications, transportation, comprehensive planning, health, housing, resiliency, and emergency preparedness.

Florida's competitive procurement process is aimed at the protection of the public against collusive contracts, fraud, bias, and favoritism. Among other things, it is designed to secure fair competition on equal terms to all bidders, to secure the best values at the lowest possible expense, to provide an opportunity for an exact comparison of bids, and to assure that the most responsive bid is accepted.

A Request for Qualifications based upon the Consultant's Competitive Negotiation Act (CCNA) as adopted by the Florida Legislature in 1973, and codified in § 287.055 requires state government agencies, municipalities or political subdivisions, school boards and school districts, to procure professional services using a qualifications-based selection process rather than on a "lowest bid" basis. This Request for Qualifications (RFQ) will be conducted using the following process for selected awardees of a Contract:

- **Public announcement of the contract.** A public notice of requirements for the Vendors is advertised, including a description of the services being procured and application process information (this document and corresponding advertisements).
- **Qualification and certification of firms.** Firms submit qualifications indicating their interest in the contract. The ARPC certifies qualified firms.
- **Selection of certified qualified firms.** The ARPC rates and compares the qualifications of the certified firms. The ARPC then selects and ranks no less than three firms in order of preference, based on those qualifications, to interview.
- **Selection of Firm for Negotiations.** The ARPC begins negotiations for a contract with the firm ranked as the most qualified, at a compensation which the ARPC deems fair, competitive, and reasonable. Should the parties fail to agree upon the level of compensation, the ARPC ends negotiations with the first firm and begins negotiations with the second-ranked firm. If again unsuccessful, the ARPC repeats the process with the next highest-ranked firm.

The ARPC is advertising this solicitation for the specified services to result in a Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically,

- In accordance with § 287.055(4), F.S., the ARPC utilizes the Competitive Solicitation process for the competitive procurement of professional design-build services as specified herein.

This solicitation is designed to obtain qualified firms who demonstrate an ability to provide the goods or services stipulated in this solicitation in an equitable and economical manner. Any entity, organization, company, or person interested in submitting a reply must comply with any and all of the terms and conditions described in this Competitive Solicitation. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses according to the instructions. **Firms are responsible for being aware of the contents of this solicitation** and the existence of updates, amendments, clarifications, modifications, and changes published to the ARPC's Solicitation web page located at: [arpc.org/procurements](http://arpc.org/procurements).

### 1.2 Statement of Purpose

This Competitive Solicitation is being issued by the ARPC to obtain responses from qualified firms (hereinafter referred to as Respondents or Vendors), consistent with the requirements outlined in this solicitation, to enter into continuing contracts with selected Vendors against which work orders will be issued for future work. The professional services sought through this RFQ

include:

Engineering and Environmental Services including, but not limited to: vulnerability assessments; site design and permitting; stormwater design and permitting; wastewater treatment design and permitting; wastewater conveyance design and permitting; landscape design; surveying; environmental restoration and monitoring.

Geotechnical Services including, but not limited to: Phase I and II Environmental Site Assessments; site closures; brownfields; geotechnical investigations; site investigations; site remediation.

GIS services including, but not limited to: database management; enterprise system management; geospatial modeling and tool building.

Planning Services including, but not limited to: planning studies; growth management; transportation studies; economic analysis; housing; urban design.

### 1.3 Contact Person: Procurement Manager & Procurement Officer

This RFQ is issued by the ARPC. The sole contact point for all communication regarding this RFQ is the Procurement Officer:

Juliette Kearce, Procurement Officer, [jkearce@arpc.org](mailto:jkearce@arpc.org)

#### Mailing Address:

Apalachee Regional Planning Council  
Attention: Procurement Officer  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32303

**All contact with the Procurement Officer shall be in writing via electronic mail, U.S. Mail, or other common courier. All correspondence should reference this RFQ's number and title. No facsimiles or telephone calls will be accepted for any reason.**

### 1.4 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority Business Enterprises, and Florida Certified Veterans Business Enterprises are encouraged to respond to this RFQ and to participate in any meetings or conferences which are scheduled. All Respondents shall be accorded fair and equal treatment.

### 1.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at the pre-submission conference and/or response opening shall contact the Procurement Officer at (850) 312-3310 at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD).

### 1.6 Definitions

The definitions from the following sources, as applicable, are assembled here:

60A-1.001, Florida Administrative Code  
(F.A.C.),  
§ 287.012, F.S.  
§ 287.055, F.S.  
PUR 1000 General Contract Conditions

Unless the context otherwise requires, the following terms have the following meanings and shall apply to this RFQ:

1. "Agreement" means the legally enforceable Contract signed by the ARPC and the Contractor, to which General Conditions for Contracts, together with all annexes referred to therein, may be attached and would be enforceable (AGREEMENT and CONTRACT may be used interchangeably).
2. "AGENCY" means the ARPC.
3. "Americans with Disabilities Act" means contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
4. "Applicable Law" means the laws and any other instruments having the force of law governing the Contract.
5. "Authorized Representative" means the person(s) authorized to represent a Respondent in the execution of the Contract.
6. "Best value" means the highest overall value to the ARPC based on factors that include, but are not limited to, price, quality, design, and workmanship.
7. "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with F.S. 287.0943(1) and (2).
8. "Confidential Information" means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per F.S. 119.
9. "CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)" refers to § 287.055, Florida Statute for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
10. "Effective Date of the Agreement" – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
11. "Firm" or "Contractor" means any individual, firm, partnership, corporation, company, association, or other legal entity permitted by law to construct projects, or portions of projects, in the State of Florida. This term may be used interchangeably with "Qualified Respondent."
12. "Force Majeure" means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome, and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances.
13. "ARPC" means the "Apalachee Regional Planning Council."
14. "Laws and Regulations; Law or Regulation" means any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
15. "Mandatory Requirements" means all documentation is submitted completely as requested, all signatures are original and notarized where indicated, answers to questions are complete and accurate, all communications are conducted as instructed and responsibility for compliance with all timelines and submission dates has been met.
16. "Procurement Officer" means the contracting personnel identified in the Introductory Materials.
17. "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
18. "Renewal" means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
19. "Respondent" means an entity who submits a written Response to this RFQ.
20. "Response" means a formal written response to this RFQ.
21. "Responsive Response" means a proposal or reply submitted by a Respondent which conforms in all material respects to the RFQ.
22. "Responsive Respondent" means a firm who has submitted a bid or proposal which conforms in all material respects to the request for proposals.
23. "Specifications" means those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the design and certain administrative details

applicable thereto.

24. "Subcontractor" means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
25. "Timeline" means the list of critical dates and actions included in the Introductory Materials.
26. "Work" means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.

## SECTION 2 – PROCESS

### 2.1 General Overview of the Process

Responses that meet the Mandatory Requirements of this RFQ and are otherwise responsive will be eligible for evaluation. Responsive Respondents will be evaluated and ranked, and a Short List of Respondents who have been pre-qualified for the next step will be posted to the ARPC's website. The ARPC will post a notice of intended contract awards after completing the evaluation process, the negotiation process, and identifying the Respondents selected for a Contract with the ARPC.

### 2.2 Official Notices and Public Records

#### 2.2.1 Notices Regarding the Solicitation

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the ARPC's website.

The ARPC's Solicitation website located at: [www.arpc.org/procurements](http://www.arpc.org/procurements).

#### 2.1.2 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and § 119.011, F.S., provides a broad definition of a public record. As such, all responses to a competitive RFQ are public records unless exempt by law. Any Respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. If awarded a contract, the Contractor shall comply with the public records laws of the State of Florida, Rule 1B-24.003(1)(a), F.A.C. and the most recently published General Records Schedule GS1-SL for State and Local Government Agencies.

### 2.3 Protests and Disputes

Florida's Administrative Procedure Act at § 120.57(3), F.S., and Rules found in Chapter 28-110, F.A.C., generally govern competitive bidding disputes including notice requirements, the time frames for protests, and hearing procedures. Respondents should be aware of the distinction between challenges to the published bid specifications versus challenges to the ultimate award of the solicitation. This section serves as notice explaining the protest rights to all parties who submitted a Response.

#### 2.3.1 Standing to Protest

Section 120.57(3), F.S. provides that any person who is "adversely affected" by the agency action may file a protest. Generally, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. An example of "adversely affected" is a second ranked low bidder having standing to challenge an award to the low bidder based on non-responsiveness (and other factors), a third or lower ranked bidder generally does not have standing, since even if successful in the protest of the award to the low bidder, the award would then go to the second ranked low bidder (nevertheless, the third or even lower ranked bidders can sometimes have standing, seek legal advice to determine issues of standing prior to filing). Absent special and extraordinary circumstances, non-bidders do not have standing.

#### 2.3.2 Protest Stays the Bid Process

Filing of a timely formal protest stops the bid process and no final award of a contract may be made before entry of a final

order after resolution of the protest, unless the agency head sets forth in writing particular circumstances which require the continuance of the process in order to avoid an immediate and serious danger to the public health, safety, or welfare (§ 120.57(3)(c), F.S.).

### 2.3.3 Time Limits for Filing Protests

Any person who has standing shall file with the ARPC a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the specifications, notice, decision, or intended decision. A formal written protest which states with particularity, the facts and law upon which the protest is based and containing applicable supporting arguments, authorities, and evidentiary exhibits shall be filed within 10 days after the date the notice of protest is filed. If the 10<sup>th</sup> day falls on a Saturday, Sunday, or state holiday, the deadline shall be the next business day. **Failure to timely file the 72-hour notice of protest or the 10-day formal written protest will constitute a waiver of the right to protest.**

### 2.3.4 Protests of Terms, Conditions and Specifications

A protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights for further negotiation, or modifying or amending any contract. The notice of protest must be filed within 72 hours after posting of the solicitation as specified in Section 2.3.3 herein.

### 2.3.5 Protests of Decision or Intended Decision

A protest of a decision or intended decision must be filed within 72 hours after the notice of decision has been posted as specified in Section 2.3.3 herein.

### 2.3.6 Protest Bond Requirement

Protestors must file a bond payable to the agency as required by § 287.042(2)(c), F.S. and Rule 28-110.005 F.A.C., in an amount equal to one percent of the estimated contract amount, based upon the contract price submitted by the protestor. If no contract price was submitted, the ARPC shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to § 120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond the ARPC may accept a cashier's check, official bank check, or money order in the amount of the bond.

### 2.3.7 Filing a Protest

A notice of protest, formal protest, and bond are "filed", when received by the contact person listed herein. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the ARPC's contact person shall remain the responsibility of the protestor and the risk of non- receipt or delayed receipt shall be upon the protestor. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN § 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.**

## 2.4 Limitations on Contacting the ARPC Personnel and Others

### 2.4.1 General Limitation

Prospective Respondents or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded) following the ARPC's posting of the notice of intended award, the ARPC personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified herein or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective



Respondent, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Respondent unless otherwise shown. As part of a response to an ARPC request for additional or clarifying information pursuant to matters regarding potential conflicts of interest, or inspection, or an ARPC investigation, Vendor representatives may communicate directly with other ARPC personnel or consultants identified by the Procurement Officer for such purposes. Violation of the provisions of this section may be grounds for rejecting a Response, if determined by the ARPC to be material in nature.

**2.5 Schedule of Events and Deadlines**

All times advertised in the Schedule of Events and Deadlines herein are local times for the Eastern Time zone. Although the ARPC may choose to use additional means of publicizing the results of this RFQ, posting on the ARPC’s website is the only official notice recognized for the purpose of determining timeliness in the event of protest. All advertised times shall be considered prompt and shall be recorded at the ARPC’s office. Response delivery shall be deemed timely only if such incident occurs on or before the time advertised in the Schedule of Events and Deadlines as determined by the time of arrival at the ARPC’s office. Delivering a response AFTER the time advertised in the Schedule of Events and Deadlines shall preclude the respondent from participation in the RFQ. If the ARPC misses a RFQ Event due to unforeseen circumstances, it shall be considered to have been cancelled and a new schedule will be advertised as soon as it is possible.

Schedule of Events and Deadlines:

ACTIVITY	DATE	TIME (EASTERN)	ADDRESS
Solicitation Promulgated (Advertisement)	February 3, 2025		
<b>Question (Procedural) Submission Deadline</b>	<b>February 14, 2025</b>	<b>4:00 PM</b>	
Answers (Procedural) Issued as Addendum	February 28, 2025		
<b>Response Submission Deadline</b>	<b>March 21, 2025</b>	<b>3:00 PM</b>	2507 Callaway Rd., Suite 100 Tallahassee, FL 32303
Response Opening	March 21, 2025	3:15 PM	2507 Callaway Rd., Suite 100 Tallahassee, FL 32303
<b>Selection Committee Review*</b>	<b>March 24, 2025</b>		2507 Callaway Rd., Suite 100 Tallahassee, FL 32303
Ranking of Vendors	April 4, 2025		
Negotiations Commence	April 7, 2025		
Intent to Award Advertisement	May 20, 2025		

**2.6 Written Questions**

In accordance with PUR 1001 section 5, Prospective Respondents’ questions will only be accepted if submitted in writing to the Procurement Officer via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in the **Schedule of Events and Deadlines**. **No questions will be accepted by facsimile or telephone or after the specified deadline.**

The ARPC will only respond to procedural questions directly and as received. Such questions should only be submitted after reading the entire RFQ Document as **Respondents are responsible for being aware of the contents of this RFQ** and the answer to the question may be in the document. All other questions will be collected, and answers will be published in writing on or before the date and time specified in the **Schedule of Events and Deadlines** by amendment pursuant to § 287.057(2), F.S. and through electronic posting on the ARPC's website.

Potential Respondents shall not contact any other employee of the ARPC or governmental entity who is a member of the ARPC for information with respect to this RFQ. **Each Respondent is responsible for monitoring the ARPC website for new or changing information.** The ARPC shall not be bound by any verbal information or by any written information that is not contained within the RFQ documents or formally noticed and issued by the ARPC's Procurement Officer. Questions submitted to the ARPC shall not constitute formal protest of the specifications or of the RFQ.

## 2.7 Receipt of Responses

### 2.7.1 Response Deadline

A Response must be received by the ARPC no later than the date and time and at the address provided in the Schedule of Events and Deadlines to be responsive to the RFQ. Time of arrival for hand delivered Responses shall be determined by the time of arrival at the ARPC front desk of the ARPC office. Time of arrival for Responses delivered by mail or courier shall be determined by the time of receipt by the ARPC Mail Room. All methods of delivery or transmittal to the ARPC's contact person remain the responsibility of the Respondent and the risk of non-receipt or delayed receipt shall be exclusively the risk of the Respondent.

### 2.7.2 Binding Responses

By submitting a Response, each Respondent agrees that its reply shall remain a valid offer for at least 60 days after the Response opening date and that, in the event the contract award is delayed by appeal or protest, such 60-day period is extended until entry of a final order in response to such appeal or protest. Any Response that expresses a shorter duration may, in the ARPC's sole discretion, be accepted or rejected.

### 2.7.3 Bid Bond NOT Required

A bid bond or equivalent security is **NOT** required in order to submit a reply to this RFQ.

### 2.7.4 Payment and Performance Bond May Be Required

A Payment and Performance Bond may be required as part of a purchase order issued pursuant to the contract with an Awarded Respondent. Details as to the payment and performance bond requirements and timetable for submission will be included in the purchase order.

### 2.7.5 Changes to Responses After Submission Prohibited

Once the Response opening deadline has passed, no changes, modifications, or additions to the Response submitted will be accepted by or be binding upon the ARPC unless and until the ARPC requests supplemental Responses. The ARPC reserves the right to identify and correct minor irregularities as provided herein but is under no obligation to do so.

### 2.7.6 Receipt Statement

Responses that are not received at the specified address, by the specified date and time, or not marked as instructed will be rejected and will not be opened or returned by the ARPC but will be retained for use in the event of a dispute.

## 2.8 Request to Withdraw Response

A written request to withdraw a Response, signed by the Respondent, may be considered if received by the ARPC within 72 hours after the Response opening date and time as specified in the **Schedule of Events and Deadlines** above. A request received in accordance with this provision may be granted by the ARPC upon proof of the impossibility to perform based upon an obvious Respondent error.

## 2.9 Cost of Preparation of Response

By submitting a Response, a Respondent agrees that the ARPC is not liable for any costs incurred by the Respondent in responding to this RFQ.

#### **2.10 Terms and Conditions**

**The ARPC objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, a Respondent agrees to the terms and conditions in the solicitation package, and that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Response, may be grounds for rejecting a response.**

#### **2.11 Conflict of Interest**

This solicitation is subject to Chapter 112, F.S. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any state or local government employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent or its affiliates.

#### **2.12 Convicted Vendors**

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid/proposal on a contract to provide any goods or services to a public entity;
- submitting a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in § 287.017, F.S.

#### **2.13 Discriminatory Vendors**

An entity or affiliate placed on the discriminatory vendor list pursuant to § 287.134, F.S. may not:

- submit a bid/proposal on a contract to provide any goods or services to a public entity;
- submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- submit a bid/proposal on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

#### **2.14 Respondent's Representation and Authorization**

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

- The Respondent is not currently under suspension or debarment by the State or any other governmental authority;
- To the best of the knowledge of the person signing the response, the Respondent, 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;
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract;
- The submission 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 prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening;
- The Respondent has fully informed the ARPC in writing of all convictions of the firm, its affiliates (as defined in § 287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal

antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company;

- Neither the Respondent 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 federal funds:
  - Has within the preceding three 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 a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product and services offered by the Respondent will conform to the specifications without exception;
- The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions;
- If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the ARPC;
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response;
- The Respondent shall indemnify, defend, and hold harmless the ARPC and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its response;
- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the ARPC in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the ARPC of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, F.S.

## 2.15 Performance Qualifications

The ARPC reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the ARPC shall consider all information or evidence which is gathered or comes to the attention of the ARPC which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the ARPC, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the Respondent for the production, distribution, and servicing of the product bid. If the ARPC determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the ARPC may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if Respondent, or anyone in Respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the ARPC to make an investigation either before or after award of the Contract, but should the ARPC elect to do so, Respondent is not relieved from fulfilling all Contract requirements.

## 2.16 Public Opening & Postponements

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend but are not required to attend. The ARPC will announce the names of the vendors responding to the RFQ, but it will not announce or release other material or information pursuant to § 119.071(1)(b), F.S. A scheduled opening will be considered postponed when an emergency or unanticipated event that interrupts normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the

first workday on which normal Government processes resume. Any person requiring a special accommodation because of a disability should contact the Contract Administrator at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the ARPC by using the Florida Relay Service at (800) 955-8771 (TDD).

## 2.17 Notifications and Advertisements

Notification and advertisement are conducted through the ARPC website. The ARPC shall electronically post notices and awards on the date(s) indicated on the Timeline, or before. If the notice of award is delayed, in lieu of posting the notice of intended award the ARPC shall post a notice of the delay and a revised date for posting the notice of intended award. The ARPC shall not provide tabulations or notices of award by telephone. **Respondents are responsible for checking the ARPC Solicitations webpage for updated information.**

## 2.18 Firm Response

The ARPC may make an award within sixty (60) days after the date of the opening, during which period Responses shall remain firm and shall not be withdrawn. If an award is not made within sixty (60) days, the Response shall remain firm until either the ARPC awards the Contracts or the ARPC receives from the Respondent written notice that the Response is withdrawn. Any response that expresses a shorter duration may, in the ARPC's sole discretion, be accepted or rejected.

## 2.19 Contract Formation

The ARPC shall issue a notice of award, if any, to successful Respondent(s), however, no contract shall be formed between a Respondent and the ARPC until the ARPC signs the Contract. The ARPC shall not be liable for any costs incurred by a Respondent in preparing or producing its response or for any work performed before the Contract is effective.

## 2.20 Truth-In-Negotiation

The successful firm may be required to execute a Truth-In-Negotiation Certificate pursuant to § 287.055, F.S.

## 2.21 No Discrimination

The successful Respondent(s) shall not discriminate against any person in accordance with federal, state, or local law.

## 2.22 THE ARPC's Reserved Rights

### 2.22.1 Withdrawal of RFQ

The ARPC reserves the right to withdraw the RFQ at any time, including after an award is made when doing so would be in the best interest of the ARPC, and by doing so assumes no liability to any Respondent.

### 2.22.2 Rejection of All Replies

The ARPC reserves the right to reject any or all Response(s) or separable portions thereof not submitted in the manner specified by the RFQ documents or under any of the circumstances prescribed in the State of Florida PUR 1001; General Instructions to Respondents.

### 2.22.3 Right to Inspect, Investigate, and Rely on Information

In ranking Responses for selection and in making a final selection, the ARPC reserves the right to inspect a Respondent's facilities and operations, to investigate any Respondent representations, and to rely on information about a Respondent's in the ARPC's records or known to its personnel.

### 2.22.4 Clarifications/Revisions

Before award, the ARPC reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the Response.

### 2.22.5 Minor Irregularities, Material Variance, and Right to Reject

Often solicitation documents will specifically list "Mandatory Criteria" or "Fatal Criteria." When included, this listing is not exhaustive of required items. The bid or proposal may still be fatally defective if the bidder or proposer is otherwise not

responsive to information and criteria specified anywhere in the Solicitation and the omission meets the test of a material variance from the specification requirements as discussed above.

To be responsive, a bid or proposal must conform in all "material" respects to the solicitation. The ARPC reserves its rights advertised in Statute or Rule including § 287.012(25), FS, § 60D-5.0071, FAC, § 60D-5.008, FAC, and § 60D-5.0091, FAC, to include the right to accept or reject any and all bids, or separable portions thereof at any time, including after an award is made and to waive any minor irregularity, technicality, or omission if the ARPC determines that doing so will serve the State's best interests. A minor irregularity is a variation from the terms and conditions of this solicitation which does not affect the price of the reply or give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition and does not adversely impact the interest of the ARPC. At its option, the ARPC may correct minor irregularities, calculations, or typographical errors but is under no obligation to do so. When correcting minor irregularities, the ARPC may request the Respondent provide clarifying information or additional materials to correct the minor irregularity. However, the ARPC will not request, and the Respondent shall not provide additional materials that affect the price of the proposal or give the Respondent an advantage or benefit not enjoyed by other Respondents.

#### 2.22.6 Reserved Rights After Notice of Award

The ARPC reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award at any time prior to execution of a Contract.

#### 2.22.7 Other Reserved Rights

The ARPC reserves all rights as provided by law, rule, or regulation, and as may be described elsewhere in this RFQ.

## SECTION 3 – THE SELECTION METHODOLOGY

The RFQ process is divided into two phases: the Qualification Evaluation Phase and the Interview/Negotiation Phase. All submissions meeting the RFQ mandatory requirements will be evaluated as described below. During the Qualification Evaluation Phase, a short list of the Respondents will be created based on qualifications criteria **ONLY**. The short list will be posted on the ARPC website. Failure to file a protest within the time prescribed in § 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The ARPC reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents for negotiations, if it determines that to do so would be in the best interest of the ARPC. A Respondent will be deemed responsive unless determined to be nonresponsive as defined in this document.

In the Negotiations Phase, the ARPC may request oral presentations, meetings, supplemental and/or revised replies, sample work product and/or best and final offers based on the negotiations. Following selection, the ARPC will post a Notice of Intended Award, identifying the Respondents that provide the best value to the ARPC.

### 3.1 Selection Procedures & Mandatory Requirements

- 3.1.1 Each Response that meets the mandatory minimum requirements will be fully evaluated. The ARPC, at its sole discretion, will determine whether particular Respondents have the basic qualifications and experience and/or meet the evaluation criteria. The ARPC may reject the Response of any Respondent who is determined to be non-responsive. The failure of a Respondent to promptly supply information may be grounds for a determination of “non- responsive”.
- 3.1.2 An evaluation team of the ARPC staff will meet and review the Responses submitted in response to this RFQ. The evaluation team will evaluate the information provided and will rate each firm separately according to the factors set forth below and ranked according to the total number of points each Response earned, based on the stated maximum point allowance per factor.
- 3.1.3 It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The firms will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures. Any selection made under this solicitation shall be made to the Respondents who provides the best response to the RFQ for the ARPC based on the evaluation criteria found in this solicitation. Should any evaluating factor change prior to selection, the Respondent shall promptly notify the ARPC of such change.
- 3.1.4 Mandatory Requirements Checklist Form: The Procurement Officer will open and record the Responses and qualify each by examination. Utilizing the Mandatory Requirements Checklist Form, the Responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document.
- 3.1.5 A Respondent must comply with the Mandatory Requirements Checklists in order to be considered for selection under this RFQ. A Response that fails to meet the mandatory requirement checklists will be deemed nonresponsive and will not be evaluated.
- 3.1.6 An initial determination that a Response meets the Mandatory Requirements Checklists does not preclude a subsequent determination of non-responsiveness.

### 3.2 Evaluation Methodology for Ranking and Shortlisting

Only Responses that meet the mandatory requirements of this RFQ will be considered by the ARPC. Responses will be independently evaluated by an evaluation team on the basis of written responses to this RFQ and additional written information as requested. Responses will be evaluated in two steps as follows:

- ✓ Step 1 – Evaluation of Mandatory Requirements of Responses and pre-qualifying of Firms
- ✓ Step 2 – Ranking of Respondents for Negotiation

The ARPC reserves the right to determine which responses meet the mandatory requirements of this RFQ, and whether any

deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept responses which deviated in minor or technical fashion is also reserved. The outcome of the evaluations may, at the ARPC's sole discretion, result in (a) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (b) further steps to gather more information for further evaluation. This often means notice of placement on a short list with time and date of the interview. The RFQ may be canceled if the ARPC determines it is in the public interest to do so.

### **3.2.1 No Fee Schedule**

Costs will not be evaluated as part of the selection process. Costs will be negotiated after a Firm is selected from the shortlisted firms. A Preliminary Salary and Fee Schedule for any Firm selected for contract negotiations must be submitted within five (5) days of the Firm's notification of selection.

### **3.2.2 Step 1 – Evaluation of Mandatory Requirements of Responses and Pre-Qualifying of Firms**

The evaluation process will begin with a review of the mandatory requirements as set forth in the RFQ. The Responses will be evaluated to ensure that they were received before the deadline, are complete, accurate, and conform to the guidelines established in this RFQ document. A rating will be assigned as "Yes" or "No" for meeting the mandatory requirements checklists. A "No" response indicates disqualification for further consideration. A Vendor must comply with all mandatory requirements in order to be considered eligible to proceed to Step 2 under this solicitation.

**3.2.2.1** All replies that meet the mandatory requirement checklists and are determined to be otherwise responsive will be evaluated. The ARPC's evaluators will evaluate each reply in accordance with the criteria and methodology provided in the attached Rating Sheets as described below. The ARPC reserves the right to change the evaluators in its sole discretion. Responsive Respondents will be independently evaluated by each member of the Evaluation Team. Points will be awarded in the following areas for a maximum total of **100 points** for Phase One.

### **3.2.3 Step 2 – Ranking of Respondents for Negotiation**

#### **3.2.3.1 Scoring by Evaluators**

The ARPC's evaluators will evaluate each Responsive Response in accordance with the criteria and methodology provided in the attached Rating Sheets. The ARPC reserves the right to change the evaluators at its sole discretion.

#### **3.2.3.2 Ranking by Procurement Manager or Procurement Officer**

The Procurement Officer will collect the evaluation forms, aggregate the scores, and present the aggregated and individual scores to the evaluation team lead for final verification and selection. This ranking will serve as the recommended ranking of the ARPC's evaluators for contract negotiations.

#### **3.2.3.3 Determination of Ranking**

The Executive Director or designee will approve a ranking of all Respondents, taking into consideration the recommended ranking by the ARPC's evaluators. No scoring by the Executive Director or designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only.

#### **3.2.3.4 Selection and Posting of Qualified Vendors for Negotiations ("Short List")**

Upon approval of the ranking of Respondents selected for contract negotiations by the Executive Director or designee, the ARPC will post the short list on the ARPC's website.

### **3.3 Negotiation with Selected Respondents**

After the evaluation and scoring of Responses as set forth above in Section 3.2, and the ARPC has established a short list of Respondents, the ARPC will select the highest ranked Respondent for each professional service category.

The ARPC will establish a negotiation team to conduct the negotiations on behalf of the ARPC. During the negotiation phase, pricing will be requested and considered by the negotiation team. The format and content of any pricing submissions including,



but not limited to, BAFOs may be amended during negotiations at the discretion of the negotiation team.

The negotiation team reserves the right to negotiate different terms, additional terms, and related price adjustments, if the negotiation team determines that such changes would provide the best value to the ARPC.

Negotiations will not be open to the public but will be recorded. Recordings of negotiation meetings and negotiation team strategy meetings will be subject to the provisions of Section 286.0113, F.S.

Negotiation meetings will be conducted in Tallahassee, Florida at the ARPC Office, if conducted in-person, or using technology-based solutions, if conducted remotely. The Procurement Officer may distribute an agenda in advance of any negotiation meeting.

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon with the highest ranked Respondent for each professional service category. If the negotiation team determines, at its sole discretion, that an acceptable agreement cannot be reached with a Respondent selected for negotiations, negotiations with that Respondent will be terminated, and the negotiation team will commence negotiations with the next highest ranked Respondent. In the event the negotiation team determines, at its sole discretion, that an acceptable agreement cannot be reached with the second highest ranked Respondent, negotiations with the second highest ranked Respondent will be terminated, and the negotiation team will commence negotiations with the next highest ranked Respondent. The negotiation team will continue this process until an agreement is reached between the ARPC and a Respondent.

Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s). The ARPC reserves the right to limit the number of representatives permitted to attend the negotiation meetings.

During the negotiation phase, the negotiation team may request clarification and revisions to Responses (including BAFO(s)) and identify information to be submitted to the negotiation team until it is satisfied that it has achieved the best value for the ARPC. Failure to provide information requested by the negotiation team during the negotiation phase may result in termination of negotiations with the Respondent.

### **3.4 Final Selection and Notice of Intent to Award Contract**

Once the negotiation team and the selected Respondents have reached an agreement, the final selection and Notice of Intent to Award Contract will be posted in accordance with the Schedule of Events and Deadlines and upon approval by the Executive Director or designee based on the recommendations of the negotiation team.

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## Sealed Mandatory Requirements Checklist

VENDOR: \_\_\_\_\_

### 4.1.4 Complete Sealed Reply (Mandatory Requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- The package must arrive before the deadline stipulated in the RFQ Document;
- 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package;
- 4.1.4.2 The label provided in this RFQ must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package;
- 4.1.4.3 **one** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply;
- 4.1.4.4 **five** copies of the Reply;
- 4.1.4.5 **one** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the RFQ Document\*.
- 4.1.4.6 **Reply is complete\***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

### Certification of Qualification

\_\_\_\_\_  
*Signature – Procurement Officer*

\_\_\_\_\_  
*Date*

**\* A reply initially marked 'complete' may be deemed incomplete if it does not contain indicated mandatory requirements or if the electronic version is found upon inspection to be non-compliant.**

## Mandatory Requirements Checklist

VENDOR: \_\_\_\_\_

### 4.4.1. Tab 1

- Letter of Interest
- Firm Profile & Qualifications
- Project Experience
- Project References
- Project Execution
- Permitting and Grant Experience

### 4.4.2 TAB 2: Required Appendices

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority Business Participation

## Certification of Qualification

\_\_\_\_\_  
*Signature – Procurement Officer*

\_\_\_\_\_  
*Date*

## SECTION 4 – INSTRUCTIONS FOR RESPONDING

### 4.1 How to Submit a Response

#### 4.1.1 Mandatory Response Deadline

All Responses must be received by the Procurement Officer by the deadline and at the address set forth in the **Schedule of Events and Deadlines**. The Respondent must choose the appropriate means for delivery and is exclusively responsible for receipt of the Response by the Procurement Officer. Time of arrival for hand delivered Responses shall be determined by the time of arrival at the ARPC's office's front desk. Time of arrival for courier delivered Responses shall be the time of receipt in the ARPC Mail Room. **Late Responses will not be opened or evaluated.**

#### 4.1.2 Electronic Transmittal of Responses Not Acceptable

Facsimile or electronic transmissions of Responses will not be accepted.

#### 4.1.3 Response Amendments

Any amendments to the Response as originally submitted by the Respondent and not required by the ARPC, must comply with the requirements of this section and must be received by the deadline specified in the **Schedule of Events and Deadlines**.

#### 4.1.4 Complete Response (mandatory requirement)

To be considered 'complete' a Response must meet the following conditions and consist of the following:

- 4.1.4.1 The original, each copy, and the electronic versions of the Response must be clearly identified and **sealed** in an appropriate **sealed** container or package;
- 4.1.4.2 The label provided in this RFQ must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package;
- 4.1.4.3 **one** original Response which must contain an original signature of an official who is authorized to bind the Respondent to their Response;
- 4.1.4.4 **seven** copies of the Response;
- 4.1.4.5 **one** electronic version of the Response, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this RFQ (i.e. Spreadsheets, Financials, etc.).
- 4.1.4.6 A Response that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

### 4.2 Response Format

#### 4.2.1 Response to be Thorough

Respondents must provide thorough and specific replies for how they propose to address each of the requirements/specifications. Respondents are advised to consider the evaluation criteria and Responses must follow the format described herein.

#### 4.2.2 Response Clarity Essential

Respondents are advised that the ARPC's ability to conduct a thorough review of Response is dependent on the Respondent's ability and willingness to submit Responses which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential and is the responsibility of the Vendor.

#### 4.2.3 Responses to be Concise

The Response should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Vendor's capability to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the RFQ identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the Response being rejected at the ARPC's discretion.

#### 4.2.4 Hard Copy Reply Format

Response must be typed, single-spaced, on 8-1/2" x 11" paper, normal to narrow margins, 12 point type, and portrait orientation. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound (**no 3-ring binders**) and the front of each clearly labeled with the following:

- 4.2.4.1 Title of the Response;
- 4.2.4.2 RFQ number;
- 4.2.4.3 Respondent's name; and
- 4.2.4.4 Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

**The Response must contain the elements detailed in Section 4.4 – in the order listed therein.**

#### 4.2.5 Electronic Copy Format (mandatory requirement)

**BE SURE TO FOLLOW THESE DIRECTIONS.** The required electronic format of the Response must adhere to the following standards:

- The Response document shall be a single document containing all of the elements of the printed version – in the same order and in the same format. It shall be an exact electronic replica of the printed document – not a similar representation of it – **do not submit each tab as a separate PDF file on the USB drive**. The electronic submission must be a single file on a USB Thumb Drive—it must be identical to the submitted printed original in form and structure.
- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format ("pdf"), version 6.0 or higher – no password encryption will be accepted. Responses must be able to be opened and viewed by the ARPC utilizing Adobe Acrobat, version 9.0. The electronic copies shall not be password protected and must be identical to the original Response submitted, including the format, sequence and section headings identified in this RFQ.

The hard copy marked "original" shall take precedence over the electronic version(s) of the Response and all non "original" hard copy versions of the Response in the event of any discrepancy. If a discrepancy is found between the hard copy Response marked "original" and any of the electronic versions submitted, The ARPC reserves the right, at its sole discretion, to reject the entire Response. **If the electronic version is found to deviate from the original in any way, this may be grounds for deeming the Response INCOMPLETE.**

#### 4.2.6 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The ARPC's evaluators will not be responsible for searching for relevant reference material.

### 4.3 Public Records and Trade Secrets

#### 4.3.1 Responses and Other Submissions Are Property of the State

All materials submitted in response to this RFQ become the property of the ARPC and will be a public record subject to the provisions of Chapter 119, F.S. The ARPC shall have the right to use such ideas or adaptations of those ideas contained in any Response without cost or charge. Selection or rejection of a Response will not affect this right.

#### 4.3.2 Response and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents

of a Response and other submittals pursuant to §119.071(1)(b), F.S. Once that exemption expires, all contents of a Response and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's Response or other submittal to this RFQ will be waived upon opening of the Response or other submittal by the ARPC, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's Response or other submittal outside of the separately bound document described below.

#### 4.3.3 How to Claim Trade Secret Protection

If a Respondent considers any portion of its Response to contain confidential material exempt from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (collectively, the "Public Records Law"), then the Respondent must, simultaneously with the un-redacted Response, provide the ARPC with a separate Redacted Reply ("Redacted Copy").

If submitting a Redacted Copy, a Respondent must include the RFQ number and the name of the Respondent on the cover of the Redacted Copy, and clearly title it "Redacted Copy." In addition, a Respondent must submit an index (the "Redacted Copy Index") listing the confidential portions of its Response, along with a description identifying the basis under which the Respondent claims such exemption(s) from the Public Records Law (including the specific statutory citation(s) for each exemption claimed). Any claim of confidentiality on materials a Respondent asserts to be exempt from public inspection or disclosure placed elsewhere in a Response and not redacted or included in the Redacted Copy Index will be considered waived by the Respondent upon submission of its Response.

Only those portions of the Response that a Respondent claims are confidential or exempt from Public Records Law should be redacted in the Redacted Copy. A Response should not be redacted in its entirety. A page or paragraph should not be redacted in its entirety unless the entire page or paragraph consists wholly of information that is confidential or exempt from public inspection or disclosure under the Public Records Law. A Redacted Copy will be used to fulfill public records and other disclosure requests or requirements.

#### 4.3.4 Respondent's Duty to Respond to Public Records Requests

If the ARPC receives a public records request for materials a Respondent has identified as confidential, the ARPC will provide the Respondent's Redacted Copy to the requestor. If a requestor asserts a right to the portions of material identified by the Respondent as confidential, the ARPC will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to take appropriate legal action to protect the records in question from disclosure under the Public Records Law or other legal authority. If the ARPC becomes subject to a demand for discovery or disclosure of materials a Respondent claims are confidential in a legal proceeding, the ARPC will notify the Respondent of the demand, and it will be the Respondent's responsibility to take appropriate legal action to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to defend its claims of confidentiality, the ARPC may release the materials that are responsive to the demand, without redaction, to the requestor.

#### 4.3.5 The ARPC Not Obligated to Defend Respondent's Claims

The ARPC is not obligated to agree with the Respondent's claim of exemption and, by submitting a reply or other submission, the Respondent agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Respondent agrees that it shall protect, defend, and indemnify, including attorneys' fees and costs, the ARPC for any and all claims and litigation (including litigation initiated by the ARPC) arising from or relating to Respondent's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Respondent's redaction.

### 4.4 Content and Structure of the Response

**DO NOT ATTACH A BID DOCUMENT TO YOUR Response. The Response must contain the elements detailed as follows – *in the order listed and utilizing Tabs to organize the data.***

Established herein are certain requirements which must be included as a part of any submitted RFQ. Deviation from, or omission of, such requirement may not by itself cause rejection of a proposal. The right is reserved to determine which Respondents have met the basic requirements of this RFQ, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature. Only those Respondents who have met the mandatory requirements of this RFQ will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all RFQ submissions.

Each Response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, promotional material, etc. are not desired. Additional information submitted after the Response document or separate from the Response document will not be considered unless specifically requested by The ARPC and then only to the extent requested.

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#### 4.4.1 TAB 1: Letter of Interest, Company Profile & Qualifications, Project Experience, Project References, Project Execution, and Permitting and Grant Experience (mandatory requirements)

##### 4.4.1.1 Letter of Interest

The firm shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm contractually. The letter shall include the business address, telephone number, e-mail, and the name of the prime consultant the ARPC can contact for additional information (2-page limit).

##### 4.4.1.2 Firm Profile & Qualifications

The firm shall provide a brief profile of their company, which should include their firm's legal name and type of ownership (small business, DBE or W/MBE business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; availability of adequate personnel. **Include resumes of key personnel who will be working on projects.** The firm shall complete the table in Attachment A below to identify available services and indicate if the prime or sub-consultant provides the service.

##### 4.4.1.3 Project Experience

Describe five (5) examples of projects performed by the proposed team in the past three (3) years. Include the type of service listed above performed by the team for each project. For each project, provide the team members who worked on the project and the scope of services provided by each. Provide the standards that governed the project, such as the Florida Greenbook, FDOT Design Manual, MUTCD, The firm's Handbook, Florida Building Code, etc. Also, provide any permitting (local, state, or federal), if any, required for the project and provide if any grant funding for the project was secured and/or managed by the team.

##### 4.4.1.4 Project References

For each of the projects provided in the "Project Experience" section, explain if the project met established scheduling and budgetary requirements and provide a valid client contact for each project.

##### 4.4.1.5 Project Execution

Describe how the firm will manage work assigned by a task order under this contract. At a minimum, the strategy should include firm/client relations, negotiating scope and fee, developing and monitoring project schedules, communication throughout the life of the project, and quality management. Identify what steps are taken for problem-solving, particularly if it is determined a project schedule cannot be met. Also, describe how the firm will manage sub-consultant services. Describe the firm's ability to meet with the client and address construction issues in a timely manner. Provide the firm's Quality Assurance/Quality Control program, which details the system used to ensure quality products.

##### 4.4.1.6 Permitting and Grant Experience

Describe the firm's experience with obtaining permits from agencies having jurisdiction (e.g., FDOT, FDEP, NFWFMD, USACE, Counties/Municipalities, Local Utilities). Describe the firm's experience supporting local agencies with obtaining and/or working under grant programs promulgated by EPA, EDA, FDEP, FDOT, Florida Commerce, NFWFMD, USDA, DOT, NTIA, DOH, HUD, NFWF, or other similar agencies.

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#### 4.4.2 TAB 2: Required Vendor's Appendices (mandatory requirement)

**Appendix Documents:** The included appendices are to be submitted with the **final** RFQ response (signatures and data must be contained within the provided box for future redaction) and include:

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority Business Participation

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**APPENDIX A – Receipt of Addendum Form**

**Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period:**

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDA NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDITIONAL ADDENDA:

IN WITNESS WHEREOF, the Responder has hereunto set his/her signature and affixed his/her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
\_\_\_\_\_  
(name of authorized principal)



(Signature of principal in firm)

(firm name)

\_\_\_\_\_  
(Florida Department of Business and Professional Regulations license number)

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

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, \_\_\_\_\_ who after being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



(Notary Public)

My commission expires:

END OF DOCUMENT

**APPENDIX B – Identical Tie Bids Statement**

Whenever two or more bids which are equal with respect to price, quality and service are received by the Apalachee Regional Planning Council for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied contractors 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’ 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 bid a copy of the statement specified subsection 1 (above).
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 bid 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 violations 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 though implementation of this section.

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

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

\_\_\_\_\_  
(name of authorized principal)

(Signature of principal in firm)

(firm name)

\_\_\_\_\_  
(Contractor’s Florida Department of Business and Professional Regulations license number)

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

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, \_\_\_\_\_ who after being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Public)

My commission expires:

END OF DOCUMENT

# APPENDIX C – Public Entity Crimes Sworn Statement

STATEMENT PURSUANT TO §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by \_\_\_\_\_ (print name and title) for \_\_\_\_\_ (print name of entity submitting sworn statement) whose business address is \_\_\_\_\_, and whose Federal Employer Identification Number (FEIN) is:

*(If the entity has no FEIN, include the Social Security Number of the individual signing this statement)*

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, and bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- 1) A predecessor or successor of a person convicted of a public entity crime; or
  - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents whose are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have **marked** below is true in relation to the entity submitting this sworn statement.

**(Indicate which statement applies by check mark.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ Either the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  \_\_\_\_\_  
(name of authorized principal) (Signature of principal in firm) (firm name)

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

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, \_\_\_\_\_ who after being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Public)

My commission expires:

**END OF DOCUMENT**

# APPENDIX D – Affidavit of Compliance with Minority Business Participation

Comes now \_\_\_\_\_ as \_\_\_\_\_ of  
 \_\_\_\_\_  
 (name) (position of authority)

\_\_\_\_\_ and after being sworn, deposes and states under oath:  
 (name of firm)

1. I acknowledge my understanding that the policy of the Apalachee Regional Planning Council is to encourage the maximum participation of Minority Business Enterprises (MBE) in its procurement activities. Accordingly, I affirm that the company I represent holds the MBE status indicated below:

CHECK BOX	MBE Participation
<input type="checkbox"/>	State of Florida Certified MBE business (submit supporting certification documentation*)
<input type="checkbox"/>	Eligible for Florida MBE certification <sup>2</sup> , but not certified (submit supporting affidavit*)
<input type="checkbox"/>	Ineligible firm with <b>three</b> MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm with <b>two</b> MBE certified sub-consultant firms contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm with <b>one</b> MBE certified sub-consultant firm contracted (submit supporting documentation & affidavit*)
<input type="checkbox"/>	Ineligible firm, or insufficient/no documentation submitted, or no selection made herein.

\*These must be attached to this form as a condition for points award, otherwise the response will be deemed to not have required documentation to support the classification and a score of -0- will be recorded.

2. Our Firm has also taken additional action to solicit and encourage minority business participation as follows:

\_\_\_\_\_  
 \_\_\_\_\_

FURTHER AFFIANT SAYETH NOT IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
 \_\_\_\_\_ (name of authorized principal) \_\_\_\_\_ (Signature of principal in firm) \_\_\_\_\_ (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

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

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, \_\_\_\_\_ who after being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

My commission expires:

END OF DOCUMENT

<sup>2</sup> In accordance with the Eligibility Requirements promulgated by the State of Florida Department of Management Services and found at [http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certification/eligibility\\_requirements](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certification/eligibility_requirements)

## **Reply Submission**

Replies must be received by the ARPC no later than the date and time and at the address provided in **The Schedule of Events and Deadlines**. All methods of delivery or transmittal to the ARPC's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

Responses will be received at:

Apalachee Regional Planning Council  
*Attention: Procurement Officer*  
2507 Callaway Road, Suite 100  
Tallahassee, FL 32308

- ***Time of arrival for hand delivered responses shall be determined by the time of arrival at the ARPC front desk.***
- ***Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the ARPC Mail Room***

**Responses arriving after the deadline or not marked as instructed will not be opened or returned.**