



SOUTH SEMINOLE & NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY

410 Lake Howell Road
Maitland, FL 32751
Telephone: 407-628-3419
www.ssnocwta.com

REQUEST FOR QUALIFICATIONS (RFQ 2023-01)

PROFESSIONAL ENGINEERING AND EXTENSION OF STAFF SERVICES

Projects. Each person for which a resume is submitted must be listed on the Organizational Chart provided. **Limit each resume to one (1) page.**

5. Projects.

- a. Provide a list of five (5) projects completed in the past five (5) years which indicate proficiency in similar areas and disciplines as described in Section I, above. **Limit to one (1) page per project.**

6. Additional Information.

- a. Interested parties shall describe how they intend to be ready to respond to emergency conditions the Authority may encounter during the contract period.
- b. Describe any other competitive advantages you believe your firm can offer the Authority for performance of the services under this contract.
- c. **Limit to two (2) pages total.**

Responses which do not comply with the above requirements 1 through 6 and all subparts thereof may be rejected at the option of the Authority. It is the Respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any Respondent to receive any such addendum of interpretation shall not relieve such Respondent complying with its terms and requirements.

For information concerning the procedure for responding to this RFQ, please contact Ed Gil de Rubio, Executive Director, at director@ssnocwta.com. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or Respondent procedures will be transmitted by written addendum. The deadline for receipt of written inquiries is **Wednesday, July 12, 2023, close of business.**

V. ANTI-LOBBYING PROVISION.

Companies and persons desiring to respond to this RFQ are hereby notified that all communications regarding this RFQ, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the Respondent, shall be submitted to the Authority's Executive Director, except that legal matters may be directed to the Authority's Attorney directly. Except as expressly required by this RFQ, any direct or indirect communications and lobbying regarding this RFQ made to any member of the Authority are strictly prohibited and shall constitute grounds for immediate disqualification.

Respondents and interested parties are encouraged to visit the Authority's website at www.ssnocwta.com for additional administrative, historical, and financial information, including the Authority's Enabling Act (HB 1591).

VI. STANDARD TERMS AND CONDITIONS.

1. **ACCEPTANCE AND REJECTION.** The Authority reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the Authority.

The Authority may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond to the contract in its entirety.

2. **ASSIGNMENT.** Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the Authority shall be grounds for termination of the Contract.

3. **AWARD.** Award shall be generally made to the firms that demonstrate technical capability while most closely meeting the Authority's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the Authority approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering and Professional Services Contract. While not included as part of the ranking of Respondent(s) in the CCNA process, Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the Authority, the Authority will be paying significant attention to cost of services being offered. The successful Respondents shall be those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the Authority deems to be fair, reasonable and competitive in the marketplace. If the Authority pursues competitive negotiations with your firm and the Authority cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the Authority will cease negotiations with your firm. The Authority will then commence negotiations with the next ranked firm until the Authority has awarded a Contract or rejected all of the proposals at its sole discretion.

4. **OTHER AGENCIES.** All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

5. **CONFLICTS OF INTEREST.** The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the Authority, or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Authority shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the Authority.

6. **CLIENT ADVOCATES.** The Respondent will designate a Client Advocate in their submittal response to the RFQ. The Client Advocate shall be authorized and responsible to act on behalf of Firm with respect to directing, coordinating, and administering all aspects of Services to be performed under an awarded Contract. The Client Advocate shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Client Advocate shall not be made without the prior written approval of the Authority.

7. **DEVIATION FROM SPECIFICATION.** Any deviation from specifications and submittal requirements must be clearly stated, explained in detail, and accepted by the Authority in writing. Otherwise, items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

8. **DISCRIMINATION STATEMENT.** An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

9. **ECONOMY OF PREPARATION.** The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

10. **INFORMALITIES.** The Authority reserves the right to both waive any minor informality or irregularities in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

11. **INFORMATION AND LITERATURE.** Respondents are to furnish all information and literature requested. Failure to do so may result in rejection.

12. **NONDISCRIMINATION.** The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, ethnicity, age, religion, sex, sexual orientation, gender identity, national origin, or physical handicap.

13. **PATENT AND COPYRIGHT.** The Respondent will agree to hold harmless the Authority, its officers, agents, and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the Authority and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Authority and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the Authority, the Authority shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the Authority.

14. **PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Respondent warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Respondent further warrants that it will

neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Respondent certifies that it is qualified to do business with the Authority in accordance with all Florida Statutes.

15. PUBLIC RECORDS. Florida law provides that government entities shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (the Public Records Act). Unless otherwise provided by the Public Records Act, information and materials received by the Authority in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in its response is exempt from the Public Records Law, then the Respondent must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the Authority will treat all materials received as public records. In addition, the Respondent shall make available to the Authority (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives, any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the Authority makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the Authority.

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Ed Gil de Rubio, Executive Director, at director@ssnocwta.com.

16. TERMINATION. If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the Authority or another party. The Authority may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the Authority, become the Authority's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority. The Respondent, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Contract by the Respondent,

and the Authority may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the Authority from the Respondent can be determined.

If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the Authority. The Authority reserves the right, in its best interest as determined by the Authority, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

17. TIME FOR CONSIDERATIONS. All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

18. INDEMNIFICATION. By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the Authority and its elected and appointed officers, agents, officials, attorneys, representatives and employees from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the Authority may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Authority in the execution, performance or nonperformance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Work Order. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Authority and, solely for the purpose of this indemnification, the Consultant specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.”

19. LIMITATION OF LIABILITY. By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

“The Authority desires to enter into this Contract only if in so doing the Authority can place a limit on the Authority's liability for any cause of action arising out of the Contract, so that the Authority's liability for any breach never exceeds the sum of any Contract amount that is owed by the Authority for services actually performed by the Respondent to the Authority's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the Authority to any action or claim arising from

the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the Authority for services actually performed by the Respondent to the Authority's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the Authority's liability as set forth in Section 768.28, Florida Statutes, or to extend the Authority's liability beyond the limits established in said Section 768.28, Florida Statutes; and no claim or award against the Authority shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

20. TRUTH-IN-NEGOTIATIONS. Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the Authority shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

21. PROHIBITION AGAINST CONTINGENT FEES. Each contract entered into by the Authority for professional services must contain a prohibition against contingent fees, which reads as follows:

"The professional engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the professional engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the professional engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each breach or violation of this provision, the Authority shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

VII. EVALUATION PROCEDURE AND CRITERIA.

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the Authority that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the Authority's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The Authority will consider all responsive and responsible responses received in its evaluation and award process.

VIII. DUE DATE AND TIME: WEDNESDAY, JULY 19, 2023 at 3:00 P.M.

Qualifications Submission Packages shall be emailed to Ed Gil de Rubio, Executive Director, at director@ssnocwta.com, by NO LATER THAN 3:00 p.m., EST, on **Wednesday July 19, 2023**. Submissions received after the specified time and date will not be accepted. The Authority will

not be responsible for any incorrect deliveries. The time and date at which an email containing all Submission documents is received by Ed Gil de Rubio shall be the official authority for determining the time that submission packages are received and for determining the timeliness of responses.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature

Date

Name of Respondent

Title