

***Request for Qualifications
RFQ 24-005***

***Continuing Services Contracts for
Planning Consulting Services***

*City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111*



LEGAL ADVERTISEMENT

City of Winter Garden
Request for Qualifications
RFQ 24-005
City Planning Consultant Services

The City of Winter Garden, Florida, in conformance with the policies and procedures of the City of Winter Garden (City) is soliciting statements of qualifications from qualified professional consulting firms in the field of Planning Services.

The City intends to award continuing contracts to no more than two (2) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; resources and equipment; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. Firms selected by the City will provide planning services to the City on an as-needed basis, based upon task orders to be issued by the City under the continuing contracts. These services would include, but not be limited to, comprehensive planning, land development review, historic preservation, urban design & site planning, and affordable housing planning. The contracts shall automatically be renewed annually unless terminated by the City in writing, for a maximum of five years from the date of the execution.

Interested firms may secure a copy of the RFQ documents at City Hall, 300 West Plant Street, Winter Garden, FL. The documents are also available online on the Bids & Contracts page of the City's website (<https://www.cwgd.com/bids.aspx>).

No pre-submittal conference is scheduled for this RFQ. Qualification packages must be received no later than **Friday, August 9th, 2024 at 2:00 pm**. Any qualification packages received after this time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the respondent. Qualification packages submitted after this designated time will remain unopened.

Interested firms or companies shall submit one (1) electronic copy of their qualifications via the City of Winter Garden's Egnyte link below:
<https://wintergarden.egnyte.com/ul/EDfStDfQ9S>

No mailed or faxed submissions will be accepted.

The City, through written inquiries directed to Kelly Carson, will receive questions regarding the RFQ. Please send such inquiries via email to Ms. Carson at kcarson@cwgd.com. The deadline for receipt of written inquiries is **Friday, August 2nd, 2024 by close of business.**

Pursuant to Section 287.133(2)(a), Florida Statutes, interested firms who have been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract, and may not transact business with a public entity for services the value of which exceeds \$15,000 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**REQUEST for QUALIFICATIONS
City Planning Consultant
Winter Garden, Florida**

Introduction

The City of Winter Garden (“City”) is soliciting statements of qualifications from qualified consulting firms in the field of Planning Services (“consultant”). The City is seeking a consultant that can aid in completing a range of planning services on an ongoing, as-needed basis. These services would include, but not be limited to, comprehensive planning, land development review, historic preservation, urban design & site planning, and affordable housing planning.

Community Profile

Incorporated in 1908, Winter Garden spans 18 miles and is home to more than 50,000 residents and 2,000+ businesses. Located on the southern shore of Lake Apopka, 20 minutes west of Orlando in Orange County, this former citrus town embodies a wealth of historical, cultural, and natural assets including a historic downtown and an award-winning bike trail. Winter Garden’s unique combination of small-town appeal coupled with contemporary and progressive amenities have been recognized nationally, including ranked as one of the best places to live in America by Money magazine. For more information about Winter Garden, please visit <http://www.cwgdn.com> and www.downtownwg.com.

The City has a commission/manager form of government with a Mayor and four Commissioners elected as the governing body. The Commission is responsible for passing ordinances and resolutions, adopting the budget, authorizing indebtedness, appointing advisory boards, and hiring the City Manager, City Clerk, Attorney, and Auditor. The City Manager is responsible for carrying out the policies and ordinances of the Commission, overseeing the day-to-day operations of the City, and appointing the heads of departments. The Commission is elected on a non-partisan basis. Commission members currently serve three-year staggered terms, with the Mayor and one Commissioner elected once every three years and the other three Commissioners elected the following year. The terms will change to four-years at the next election cycle. The Commissioners are elected by district, and the Mayor is elected at large.

Planning Background Documents

Comprehensive Plan:

The Winter Garden Comprehensive Plan was originally adopted in 1991, and the current plan was adopted in 2010 with a horizon year of 2020. The City now seeks to update this document to incorporate the vision, goals, objectives, and policies to guide the City’s development and redevelopment for the next 20 + years.

To review the City’s current Comprehensive Plan, please visit:

<https://www.cwgdn.com/DocumentCenter/View/229/City-Plan-2020>

Code of Ordinances / Land Development Code:

To review the City’s Land Development Code, please visit:

https://library.municode.com/fl/winter_garden/codes/code_of_ordinances

Historic Downtown District:

In 2009, the City Commission created an Architectural Review and Historic Preservation Board to advise and make recommendations on new construction, demolitions, renovations and upgrades of buildings within the district. On January 11, 2010, the City Commission adopted Ordinance10-05, which established a Historic Downtown Architectural Overlay for the designated area in the City’s Historic Downtown District. The area is approximately 116 acres and includes 270 residential and commercial properties.

To review the City’s Historic Downtown District Design Standards and Guidelines Manual, please visit:

<https://www.cwgdn.com/DocumentCenter/View/317/Design-Standards-and-Guidelines-Manual-PDF>

Scope of the Requested Services

The consultant engaged for the project is expected to provide a wide range of services related to municipal planning services. Those services include, but are not limited to, the following:

Comprehensive Planning Services -

The consultant will help City Staff develop a new, updated comprehensive plan that will provide vision, goals, objectives, and policies to guide the City’s development and redevelopment for the next 20 + years. The plan will guide the City Commission, Planning and Zoning Board, staff, developers, property owners, and residents on the appropriate approach to growth and redevelopment within the City.

The updated plan will provide a detailed policy framework for all elements of the Comprehensive Plan including future land use, urban design, multi-modal transportation, housing, public facilities, conservation, recreation and open space, intergovernmental coordination, capital improvements, and property rights. The plan shall adhere to all applicable Florida State Statutes governing the required contents of the document, including 2023 Florida Statutes, Title XI, Chapter 163, Section 163.3177.

The updated Winter Garden Comprehensive Plan shall provide the principles, guidelines, standards, and strategies for future development that draws upon robust community feedback. Multiple community meetings and stakeholder meetings will become an integral part of this process. The consultant should be creative, technically proficient, and adaptable

in order to successfully create an inspired planning document that truly reflects the community's vision for the future.

Land Development Services –

The consultant will provide services on an as-needed basis for various land development tasks including municipal code changes, zoning ordinances, code research, developing design overlays and form-based code amendments, reviewing site plans and other development proposals, permitting support, and other tasks as assigned.

Historic Preservation Services –

The consultant will aid City staff in tasks related to the City's historic preservation efforts. These tasks may include amendments to the City's Historic Downtown District regulations, revisions to the Design Standards & Guidelines Manual, expansion of the Historic Downtown District and/or creation of new historic districts, review of development proposals within the Historic Downtown District, cataloging historic structures and landscapes, and developing other strategies to help the City preserve and illuminate its historic resources.

Urban Design & Site Planning Services –

The consultant will work with City staff to develop conceptual design plans for specific areas, including neighborhood / block layouts, site designs, and roadway redesign concepts. Consultant may also assist with preliminary architectural designs as part of the conceptual work. The consultant must be able to produce high-quality presentation graphics and 3-D renderings that clearly communicate the proposed designs.

Affordable Housing Planning Services –

The consultant will aid the City in developing plans and strategies for affordable housing development, as well guidance with long-term affordable housing management.

Direction of the Consultant Services Contract

The City will negotiate contracts with the firms ranked as the top two most qualified firms at a rate of compensation that the City deems fair, competitive, and reasonable. If an agreement cannot be reached with either of the top two firms, the City shall begin negotiations with the next most highly qualified firm.

All planning services will be directed by the City of Winter Garden Planning Department under the direction of the Winter Garden City Manager and City Commission. No contract shall be awarded to the chosen consultants absent approval by the Winter Garden City Commission.

Competitive Selection

Consultants providing statements of qualifications will demonstrate their experience in providing a wide range of municipal planning services. Preference will be given to consultants who have completed planning services for municipalities in the State of Florida and those with prior experience working with the City of Winter Garden.

Statements of qualifications shall include the following information:

- List of all firm employees, their qualifications and educational background, and their intended role in providing services to the City.
- List of firm's other current or recently completed projects or engagements within the past five (5) years for other public or private agencies, especially those within the City of Winter Garden.
- List of at least three (3) client references including the client organization's name, contact person, telephone number(s), and valid e-mail address.
- List the location of all offices (firm and sub-consultants) involved with this project.
- All other required items described in this RFQ.

In selecting a firm, the City may require public presentations by no more than two firms regarding their qualifications, approach to the consulting scope outlined by the City, and ability to furnish the required services. The City will select, in order of preference, no more than two firms deemed to be the most highly qualified to perform the required services.

The City will prepare a short list of no more than two firms ranked in order of qualification for submission to the Winter Garden City Commission for approval. The City Commission is authorized to approve, re-rank, or reject such list in its discretion.

An evaluation of the firms will be conducted in accordance with the following guidelines. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). To be considered "Qualified," a firm must receive a minimum aggregate average of 70 points extrapolated from the following categories:

- | | |
|---|-----------|
| 1. Firm's Qualifications | 20 points |
| 2. Firm's Experience and Past Performance | 45 points |
| 3. Firm's Resources and Equipment | 5 points |
| 4. Legal Action against the Firm | 5 points |
| 5. Firm's Current Workload | 20 points |
| 6. Firm's Office Location | 5 points |

Description of Prior Work

Proposers will provide a minimum of three (3) references on the provided form - **Attachment A** - demonstrating their past with providing municipal planning consulting services. Prior experience & skill with other Florida municipalities – and especially with the City of Winter Garden - is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Samples of previously completed materials that would fall into the scope of the services requested are encouraged to be submitted with the statement of qualifications. Prior work completed by the proposer may be provided for review via hyperlink.

Timeline

Statements of qualifications shall be submitted no later than 2:00 pm on **Friday, August 9th, 2024**. Consultants will be selected in August, 2024 or at such time as determined by the City.

Inquiries

All respondents shall carefully examine the RFQ documents, including any attachments, addenda, and exhibits prior to submission. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the submission deadline. Failure to timely raise posited ambiguities or inconsistencies shall constitute an acceptance by the Respondents of any subsequent decision thereon of the City. Any questions regarding the intent, meaning, and interpretation of the RFQ documents shall be requested in writing and received by the City at least five (5) business days prior to the submission deadline. Questions or requests shall not be accepted or addressed after such time. Replies to any proper and timely notice of discrepancies, conflicts, interpretations, or the like shall be address, at the City's discretion, by issuance of written addenda. Only questions or issues answered or addressed through formal written addenda shall be binding. Oral and other interpretations or clarifications shall be expressly without legal effect. Regardless of the issuance of any addenda, submission in response to this RFQ will nevertheless be construed as though the submission complies with any such addenda and shall act as an acknowledgement of receipt of any addenda. Inquiries shall be submitted to:

City of Winter Garden
300 W Plant St
Winter Garden, FL 34787
Attn: Kelly Carson
kcarson@cwgdn.com

For the receipt of responses and information, please provide a single contact name, phone number, mailing address, and email address to the contact listed above. The preferred method for the receipt and distribution of information shall be email.

Signature Requirements

Statements of qualifications must be signed by a duly authorized official of the Consultant. Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each statement of qualifications should indicate the entity responsible for execution on behalf of the proposal team.

Statement of Qualifications Submission

For a consultant to be considered, the City must receive your statement of qualifications no later than the day and time listed below. Any background information, experience, and examples of previous consultant's work must be submitted with the statement of qualifications at the required time of submittal.

One (1) electronic copy in PDF format, in accordance with this RFQ, will be accepted no later than **2:00 PM EST on August 9th, 2024** and shall be submitted via the following Egnyte link:

<https://wintergarden.egnyte.com/ul/EDfStDfQ9S>

Proposals received after the above date and time will not be considered.

Addenda and Amendments to RFQ

The City in his or her discretion is authorized to issue addenda and amendments to this Request for Qualifications for any reason, and may modify any term or deadline contained herein, which modified terms and deadlines shall be binding upon all respondents.

Bid Protests

Bid protests shall be governed by the provisions of and process set forth in the City of Winter Garden Purchasing Manual ("Purchasing Manual"). The Purchasing Manual is incorporated herein by this reference and is available for review online on the City's website. Failure to timely file a written bid protest and pay the required bid protest fee in accordance with the Purchasing Manual shall constitute a waiver and invalidation of any protest to the award of contract under this solicitation. Proposers are responsible for reviewing the City's procurement website on a routine basis for potential notices of addendums to this solicitation, notice of award recommendations, protest documents and other matters relevant to this solicitation.

A stay of award which may be in place pending a protest shall terminate upon a final decision being rendered by the City or earlier as determined by the City in accordance with the City's Purchasing Manual. The City is not required to stay an award of contract once the City has made a final decision even if litigation is threatened or filed against the City. If a bid protest proceeding reaches a de novo appeal hearing before the City Commission, such City Commission is considered quasi-judicial in nature.

By responding to this solicitation, all proposers agree that in the event a proposer prevails in litigation against the City arising from any procurement act, omission or decision relating to this solicitation, that in no event shall the City have monetary liability which exceeds the proposer's actual preparation cost for submitting a response to this solicitation. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing proposer in litigation against the City, even if the contract is awarded by the City to another proposer, if the protester has failed to obtain an injunction from a court of proper jurisdiction prohibiting the City from making such award. This provision is not intended to create a cause of action for monetary damages or injunctive relief if one does not exist in accordance with common law.

In the event of any inconsistency or ambiguity between the terms of the Purchasing Manual as compared with the terms of this document and the formal solicitation specifications at issue, the terms of this document and the formal solicitation specification at issue shall govern and control.

Tentative Payment Schedule

Payment will be made upon invoicing and completion of each task associated with individual projects on an as-directed basis and acceptance of the task by the City of Winter Garden or its representative, all in accordance with the terms of the contract executed with the selected respondent.

Rejection Rights and Contract Award

The City retains the right to reject all statements of qualifications and to re-solicit in the City's sole discretion. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposers. The City reserves the right to reject any submission deemed unresponsive, or waive minor irregularities or technicalities when such waiver would best serve the interests of the City.

The City reserves the right to make awards consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City after considering the criteria set forth in this RFQ. The City also reserves the right to reject any respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature with other governmental entities or who, in the City's

opinion, is not in a position to perform properly under the intended contract award. A recommendation of contract award does not constitute a contract. The award of contract to the selected respondent is subject to City Commission approval and the execution of a contract with terms acceptable to the City. The project manager will make recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank respondents differently than recommended by the project manager.

Cost of Preparation and Submission

No reimbursement will be made by the City or State or any other party for any costs incurred in relation to preparation or submission of a statement of qualifications in response to this RFQ.

Public Records

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be specifically provided by applicable exemptions or confidentially provisions of state or federal law, all proposers should be aware that this RFQ and the responses thereto are in the public domain and are subject to public inspection and disclosure. The successor proposer awarded a contract will have to fully comply with all state laws relating to public records including with all “contractor” provisions of Section 119.0701(2), Florida Statutes.

Insurance

Any and all agreements resulting from this Request for Qualifications shall require the successful consultant to provide and maintain professional liability insurance in compliance with all applicable State and Federal regulations.

In addition, the successful respondent shall be required to provide evidence of both general (public and property) liability and professional (design errors and omissions) liability insurance in the form of a certificate of insurance issued on behalf of the City of Winter Garden by companies acceptable to the City at the following minimum limits and coverages with deductible amounts acceptable to the City:

Comprehensive General Liability Insurance: (The City of Winter Garden is to be named as an additional insured.)	\$1,000,000.00
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Professional Liability Insurance: (Design errors and omission)	\$1,000,000.00
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The contractor shall not commence any work in connection with an agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Policies other than workers’ compensation shall be issued only by companies authorized by subsisting

certificates of authority issued to the companies by the Department of Insurance of Florida that maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for workers' compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

a) Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the consultant and/or subcontractor providing such insurance.

b) Workers' Compensation Insurance: The contractor shall obtain during the life of this Agreement, workers' compensation insurance with employer's liability limits of \$500,000/\$500,000/\$500,000 for all the contractor's employees connected with the work of this project and, in the event any work is sublet, the contractor shall require the subcontractor similarly to provide workers' compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the consultant. Such insurance shall comply fully with the Florida workers' compensation law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the workers' compensation statute, the consultant shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the City, for the protection of the consultant's employees not otherwise protected.

Include waiver of subrogation in favor of the City of Winter Garden

c) Contractor's Public Liability and Property Damage Insurance

The contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Winter Garden as an additional insured, and shall protect the contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the contractor or by anyone directly or indirectly employed by the contractor, and the amount of such insurance shall be the minimum limits as follows:

Automobile Bodily Injury Liability & Property Damage Liability

\$1,000,000 Combined single limit per occurrence (each person, each accident)

All covered automobile will be covered via symbol 1

Liability coverage will include hired and non-owned automobile liability

Include waiver of subrogation in favor of the City of Winter Garden

Comprehensive General Liability (Occurrence Form)

This policy should name the City of Winter Garden and additional insured and should indicate that the insurance of the consultant is primary and not contributory over the insurance of the City of Winter Garden.

\$2,000,000 GENERAL AGGREGATE

\$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000 PER OCCURRENCE
\$1,000,000 PERSONAL AND ADVERTISING INJURY
Include waiver of subrogation in favor of the City of Winter Garden

Subcontractor's Comprehensive General Liability, Automobile Liability and Workers' Compensation Insurance

The contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the contractor's policy, as specified above.

Owner's Protective Liability Insurance

The contractor shall procure and furnish an owner's protective liability insurance policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Winter Garden as the Named Insured.

Contractual Liability – Work Contract

The contractor's insurance shall also include contractual liability coverage. NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.

\$1,000,000 PER OCCURRENCE
\$2,000,000 AGGREGATE

Certificates of Insurance

Certificate of Insurance Form, naming the City of Winter Garden as an additional insured will be furnished by the contractor upon notice of award. These shall be completed by the authorized resident agent and returned to the office of the buyer. This certificate shall be dated and show:

The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date.

Statement that the insurer shall mail notice to the owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

Contract Provisions and Assurances

The City shall not have any obligation to any respondent unless and until a contract has been negotiated and executed with such respondent. This RFQ does not guarantee the inclusion of any particular term within the contract, nor does it identify all matters that must be included in the contract. The contract must be in compliance with federal, state, and local requirements applicable to such contracts.

COMPANY INFORMATION/SIGNATURE

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION AND REJECTION OF YOUR STATEMENT OF QUALIFICATIONS OR OTHER SUBMISSIONS. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND ALL PORTIONS OF THE RFQ AND ANY ADDENDA, EXHIBITS, AND ATTACHMENTS THERETO, AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY AND/OR ANOTHER ENTITY.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

NAME/TITLE (PLEASE PRINT)

ADDRESS 1

REMITTANCE ADDRESS 1

ADDRESS 2

REMITTANCE ADDRESS 2

CITY STATE ZIP

CITY STATE ZIP

FEDERAL ID# _____

- Individual Corporation Partnership Other
(Specify): _____

Attachment A: QUALIFICATIONS – SIMILAR PROJECTS

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project:

COMPLETED PROJECT #1:

Agency/company:

Current contact person at agency/company:

Telephone: _____ Fax: _____ E-mail:

Address of agency/company:

Name of project:

Description:

Project value: _____ Start date: _____ Completion date:

(month/year) (month/year)

Name(s) of assigned personnel:

Project manager:

Others:

COMPLETED PROJECT #2:

Agency/company:

Current contact person at agency/company:

Telephone: _____ Fax: _____ E-mail:

Address of agency/company:

Name of project:

Description:

Project value: _____ Start date: _____ Completion date:

(month/year) (month/year)

Name(s) of assigned personnel:

Project manager:

Others:

COMPLETED PROJECT #3:

Agency/company:

Current contact person at agency/company:

Telephone: _____ Fax: _____ E-mail:

Address of agency/company:

Name of project:

Description:

Project value: _____ Start date: _____ Completion date:

(month/year) (month/year)

Name(s) of assigned personnel:

Project manager:

Others: