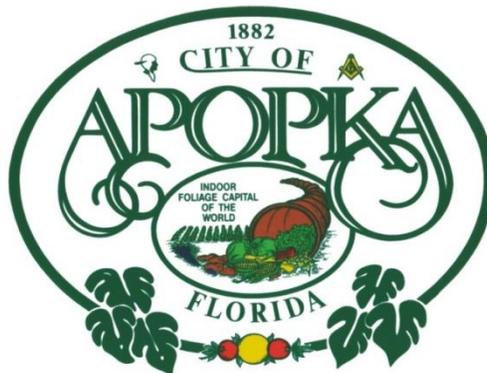


# REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

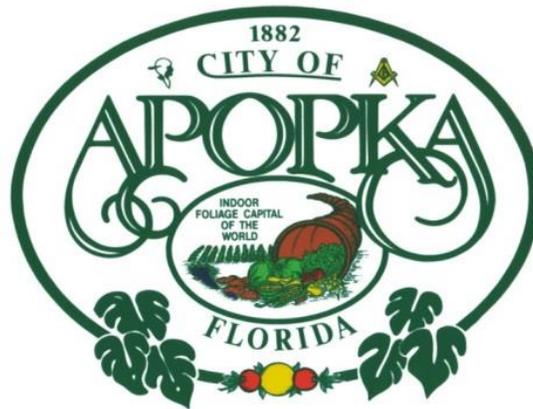
## RFQ #2016-10

Closing Date:                      Closing Time:  
July 1, 2016                      2:00 P.M.



**Point of Contact:**  
**Linda Goff**  
**City Clerk**  
**City of Apopka**  
**120 E. Main St.**  
**Apopka, FL 32703-5346**

**Date Issued: May 15, 2015**



**CITY OF APOPKA, FLORIDA  
CITY OFFICIALS 2016**

MAYOR .....	JOE KILSHEIMER
VICE MAYOR.....	BILLIE DEAN
CITY COUNCIL MEMBERS.....	DIANE VELAZQUEZ
	DOUG BANKSON
	KYLE BECKER
CITY ADMINISTRATOR.....	GLENN A. IRBY
CITY CLERK.....	LINDA GOFF
CITY ATTORNEY.....	CLIFF SHEPARD

**NOTICE OF REQUEST FOR QUALIFICATIONS**

**RFQ NUMBER: # 2016-10  
REQUEST FOR QUALIFICATIONS  
FOR PROFESSIONAL CONSULTING SERVICES  
FOR THE CITY OF APOPKA**

## **I. INTRODUCTION**

The City of Apopka, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified consultants who are interested in providing professional services to support the needs of the City. The Consultant shall function as an extension of the City's resources by providing qualified technical and professional personnel to perform duties and responsibilities assigned under the terms of the professional consulting services according to City Standards and Procedures.

There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

This Request for Qualifications (RFQ) is intended to procure a consulting agreement for professional services to provide technical assistance in planning, specifically a comprehensive update of the city's Land Development Regulations.

### **TERMS:**

The selection process will be in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act. A consultant agreement will be negotiated with the selected firm. During contract negotiations, the City will negotiate fee schedules in accordance with the City's Purchasing Procedures, with the goal of establishing standardized rates.

Once under contract, the Consultant's performance will be evaluated at intervals in accordance with policies and procedures established in the City's Purchasing Procedures.

**REQUEST FOR QUALIFICATIONS FOR PLANNING SERVICES, CITY OF APOPKA,  
RFQ #2016-10**

Pursuant to Section 287.055, Florida Statutes, the City of Apopka (the “City”) invites qualified firms to submit statements of their qualifications to provide planning services to the City in response to this Request for Qualifications (the “RFQ”).

Services are to be provided based upon the scope of services in Section 1 of this document.

Proposers interested in responding may obtain an Invitation to Submit Qualifications package (the “RFQ Package”) from [www.DemandStar.com](http://www.DemandStar.com).

This RFQ is subject to the “Cone of Silence” (see IV.A., page 18) imposing certain restrictions on communications concerning the RFQ process as described in the specifications of the RFQ Package.

Submittals must be received no later than **July 1, 2016** at **2:00 P.M. EST**, and must be clearly marked on the outside “RFQ #2016-10.”

Linda Goff, City Clerk  
City of Apopka  
P.O. Box 1229  
Apopka, Florida 32704

-OR-

120 East Main Street  
Apopka, FL 32703-5346

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## **I. GENERAL INFORMATION**

### **A. PURPOSE**

The City of Apopka desires to contract for planning assistance to provide services as required by the City under a non-exclusive contract mechanism as authorized by Sec. 287.055(2)(g), Florida Statutes.

The qualification and selection of consultants shall be in accordance with Florida Statutes Section 287.055.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

### **B. SCOPE OF SERVICES**

The City of Apopka, located in northwest Orange County is a fast growing city with a multitude of opportunities for economic development and placemaking over the next several years. Due to our unique location adjacent to the Wekiva Parkway, the city is on the precipice of exponential growth and economic development opportunities.

One issue that could delay this progress is the fact that the city's land development code (LDC) has not been updated nor brought into conformance with the current comprehensive plan. Based upon this situation, the city is in need of assistance in developing a new set of codes to address current and future development in the city.

### **EXISTING ORDINANCES**

The City desires to update its Land Development Code to address changing development patterns and community interests, including the implementation of its Comprehensive Plan policies and Citywide Vision Plan. Other issues to consider will include:

- Modernizing the code format and structure
- Implementation of Comprehensive Plan policies
- Implementation of vision Plan directives as required
- Streamline language and reduce redundancy
- Provide graphics and illustrations to enhance the more user friendly format
- Provide sufficient and clear definitions
- Update special use permit and variance requirements and processes
- Utilize urban design and environmentally friendly practices for long term sustainability
- Update permitted and conditional uses within non-residential districts

### **DESCRIPTION OF PROPOSED LAND DEVELOPMENT CODE:**

It is anticipated that this new LDC will:

- Be “user-friendly”, easy to read, understand, and interpret for all users, including citizens, staff, developers, businesses, and elected and appointed officials;
- Be simpler, flexible, and more easily administered by staff;

- Illustrated, with considerable graphics depicting the requirements, recommendations, and concepts detailed in the code;
- Incorporate innovative and creative approaches to land-use regulations;
- Be able to create unique and distinctive gateways and major thoroughfares through City; and
- Be built upon the small-town design principles and best practices throughout the county, state and/or country.

### **SCOPE OF SERVICES REQUIRED:**

The services being sought of the planning consultant selected for this project will include the following:

- Review and assess the land use regulations of the City Code of Ordinances; subdivision regulations, zoning ordinances and all other relevant City ordinances with staff, the local development community, elected officials and appointed officials, citizens, and other interested parties to determine deficiencies and inconsistencies with the comprehensive plan and Orange County Joint Planning Agreement;
- Review, identify, recommend and facilitate potential changes to the LDC;
- Prepare specific updates to the LDC to ensure elected officials, staff and the general public understand the use of the City's codes;
- Consideration of sustainable development practices, design features, and form based code approaches;
- Prepare a LDC that will clearly define the expectations of the City in regard to appearance, quality, density of development, and address identified weaknesses;
- Work with a staff review team and the Planning Commission;
- Provide neutral opinions and resolutions in cases of conflict;
- Conduct workshops to cooperatively develop regulations with elected and appointed officials, staff, the development community and members of the public;
- Provide guidance regarding any zoning map changes which may result from text changes to the LDC;
- Prepare updates as necessary to the City's zoning map using files compatible with ArcGIS shapefile format;
- Present the proposed ordinance at meetings and public as necessary;
- Ensure compliance with all applicable state statutes and regulations;
- Design, host, and maintain a website dedicated to the project that will allow the community to review the progress of the project and to make comments about the ordinance updates throughout the process;
- Act as facilitator with representatives of the City's business community, residents, elected and appointed officials, and the City staff in the formulation of regulations;
- Provide all meeting materials, drafts, and final drafts to the City in common formats such as PDF or Word for reproduction at meetings and printing the final LDC; and

### **PUBLIC PARTICIPATION**

Public involvement is paramount to the development of the Land Development Code. This

is especially true given the development issues and concerns within the City, maintaining the traditional small-town feeling while preserving traditional single-family neighborhoods and enhancing the commercial corridors and activity centers.

Consequently, the planning process should incorporate a public participation program that will encourage and facilitate input from developers, engineers, planners, business owners, City residents, and special interest groups.

### **WORK PRODUCT**

The Land Development Code shall be presented in a format and language that is “user-friendly” and assessable to the general public. The extensive use of graphics and other devices that will enhance the readability and ease-of-use of the ordinance is required where necessary. Immediately following adoption of the Unified Development Code, the City Community Development Department shall receive ten (10) hard copies, 2 digital copies and an internet-ready copy of the final document. In addition, all sections of the ordinance, including any graphics files, are to be provided in the appropriate digital format.

Expectations for the team include qualifies and experienced urban planner(s), civil engineer(s), urban design specialist(s) and legal staff.

The City shall retain ownership of all data generated.

### **C. CONTRACT FOR SERVICES**

After selection of Consultants by the City, an Agreement will incorporate the major terms and conditions for Consultant’s performance. The Agreement shall be in the form of a contract, as approved by the City Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

- (1) The services to be provided by the Consultant pursuant to the Agreement shall be non-exclusive and nothing therein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City’s sole and absolute discretion.
- (2) The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to the Invitation to Submit Qualifications. Also, that the Consultant has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Qualifications.
- (3) The Agreement will include provisions for termination for cause by either party and for the convenience of the City.
- (4) The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

- (5) All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.
- (6) The Agreement will provide for the fees for services, which Consultant shall charge the City and shall be scope specific,

The proposal fee for this contract will be based on a fixed hourly rate subject to a not to exceed amount and reimbursable costs. The rates will be fixed for the duration of the agreement.

After the professional consulting services agreement is executed, for each project the consultant and the City will negotiate a project scope of work, fee schedule, completion schedule and deliverables. Payment will be made according to an agreed schedule of deliverables. **Do not submit a proposed fee schedule at this time.**

(7) **Insurance Requirements**

The selected firm, if any, shall maintain at all times during the term of the agreement, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

The firm will provide to the City original Certificates of Insurance along with Policy Declarations satisfactory to the City to evidence such coverage before any work commences. The City of Apopka, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding worker's compensation and professional liability. The policies shall contain a waiver of subrogation against the City of Apopka for workers compensation and general liability.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the City. The City requires thirty (30) days written notice of cancellation and fifteen (15) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions, the City may, at its option, on notice to the firm, suspend the project for cause until there is full compliance.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by an applicable federal statute:

Admitted in Florida: Yes  
Employer's Liability: \$100,000  
All States Endorsement Statutory  
Voluntary Compensation Statutory

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage:

Premises and Operations and Products/Completed Operations: Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage; Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$1,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

(8) **Indemnification**

Vendor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

**Public Entity Crimes Statement**

Responders must comply with Presidential Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1962, the Anti-Kickback Act and the Contract Work Hours Standard Act; the provision of the Vietnam Era Veterans Re-Adjustment Act of 1974; and 23 CFR 635.112(f), provision on Non-Collusion.

- (9) Each consultant shall be required, pursuant to Chapter 287.133, Florida Statutes, to execute a “Sworn Statement on Public Entity Crimes” prior to the execution of a contract resulting from this request for Qualifications. By executing this sworn statement, the Consultant is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Consultant shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the City. In the event of such termination, the City shall not incur any liability for any work or materials furnished by the Consultant.
- (10) Consultants shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, and remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.
- (11) Consultants shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.
- (12) The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The consultant shall pay all damages and costs awarded against the City in such matter.
- (13) An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work authorizations and that all work

shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

- (14) The Agreement will provide for the City to designate a Contract Administrator for each project or assignment, who shall be responsible for the project or assignment. The Contract Administrator may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.
- (15) Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided in Section 119.07, F.S.. The Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as an agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from public records law, then the Proposer must specifically identify the material which is claimed to be exempt or confidential and cite the legal authority for the exemption/confidentiality. Otherwise, the City will treat all response materials received as public records.

## **II. SUBMITTAL DUE DATE CONTENT**

### **A. TIME AND LOCATION**

Sealed submittals consisting of five (5) complete printed sets and one electronic set (submitted on CD or DVD) must be received at the City of Apopka's City Clerk's office in City Hall (120 E. Main St.) no later than **2:00 p.m., July 1, 2016**.

Submittals should be addressed as follows:

Mail delivery:  
Linda Goff  
City Clerk  
City of Apopka  
P.O. Box 1229  
Apopka, FL 32704

Hand delivery:  
Linda Goff  
City Clerk  
City of Apopka  
120 E Maine St.  
Apopka, FL 32703

Submittal envelopes should be clearly marked "RFQ #2016-10"

**B. SUBMITTAL CONTENT**

Consultants interested in performing these professional services must display considerable relevant experience with the specified type of work outlined in the SCOPE OF SERVICE and should emphasize both the experience and capability of particular personnel who will actually perform the work.

Submittals must include the following minimum information:

- (1) In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified.

- (a) Title Page:

Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFQ #2016-10."

- (b) Table of Contents:

Include a clear identification of the material by section and by page number. This includes indicating the page location of the placement of Form #330.

- (c) Letter of Transmittal:

Limit to one or two pages.

- i. Briefly state the proposer's description of the types of work they are qualified and willing to perform; pertaining to those checked on as it relates to the SCOPE OF SERVICE.
- ii. Give the name of the person(s) who will be authorized to make representations for the respondent, their titles, addresses, telephone numbers, and email addresses.
- iii. Details:
  1. Project approach: This section should demonstrate an understanding of the scope of services. The proposer will indicate their specific approach to this project, performance and quality control and quality control of project deliverables.

Relative to the scope of services, as shown herein, describe the specific ability of the firm. Include any innovative approaches to providing the services; briefly describe your quality assurance/quality control program. Describe how the firm ensures constructability and design performance of projects. Describe how your firm interacts with the regulatory agencies.

2. Describe the firm's current and future projected workload. Describe specifically the firm's daily ability to handle each aspect of the scope of services described herein.
3. Describe the Firm, including key officers, years in business, etc.
4. Describe the specific key individuals proposed to be assigned to the City contract. Provide a resume for each named individual with title, project assignment, name of firm with which associated, years of experience, education and professional registration. Indicate the percentage of each of these individual's time that will be devoted to the contract.
5. Provide a current and completed Standard Form 330.
6. Provide a list of all government entities where the firm has provided similar services during the past five years and a brief description of that work.
7. Provide a list of five references (with phone numbers) relating to recent relevant work.
8. Identify any sub-consultants and joint ventures who are to participate in providing services. This must include the respective tasks or disciplines they are to perform and evidence of their qualifications.
9. Give the location of the office from which the work is to be done and the number of professional staff employees at the office.
10. State that the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
11. Any supplemental materials which might enhance the City's understanding of the firm and its capabilities and experience.

12. Project Team Organizational Chart.
  13. Complete Table 1, Table of Main Consultant and Sub-consultants showing Service/Discipline Responsibilities on page 27. Provide additional sheets as necessary.
- iv. Respondent's Certification Form; other City Forms, etc.:

The attached City forms must be completed and provided with the submittal:

1. Sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on public entity crimes.
2. Americans with Disabilities Act (ADA) disability nondiscrimination statement.
3. Business Entity Affidavit (vendor/bidder, etc. disclosure).
4. Respondent's Certification.

**C. EFFECT OF SUBMISSION OF QUALIFICATIONS**

(1) Incurred Expenses:

The City is not responsible for any expenses which persons making submittals may incur in preparing and submitting their qualifications or in participating in the RFQ solicitation, selection and negotiation process.

(2) Acknowledgement:

By making a submittal, the respondent certifies that they have fully read and understand the solicitation and have full knowledge of the nature of services which may be required and of the requirements of the RFQ process and agree to abide by such process and City's decisions made therein.

(3) Request for Additional Information:

The respondent shall furnish such additional information as the City of Apopka may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the

qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

(4) Acceptance/Rejection/Modification:

The City reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive irregularities in the procedure.

(5) Addendum or Amendment to Request for Qualifications:

If it becomes necessary to revise or amend any part of this Request for Qualifications, the City Administrator will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Qualifications. Respondents must be diligent to check for any Addendum.

(6) Economy of Preparation:

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements

(7) Proprietary Information:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Qualifications and the responses are in public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from respondents in response to this Request for Qualifications will become the property of the City and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the Continuing Contract.

(8) Protest, appeals and disputes:

A contract may not be awarded to a respondent, unless prior to award, the proposed award is posted on the city website ten (10) working days prior to the scheduled award by the City Council. Protest must be submitted in writing to the City Administrator no later than five (5) working days prior to the scheduled award by the City Council. Should the matter not be resolved to the satisfaction of the challenger, the appeal shall be heard by the City Council. The City Administrator shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all

correspondence. Any documentation not issued by or received by the City Administrator shall be null and void. All costs accruing from a Request for Qualifications or award challenged shall be assumed by the challenger. The decision of the City Council shall be final and conclusive. The City Council's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Orange County in accordance with laws of the State of Florida.

**D. CONDITIONS OF SUBMITTALS:**

- (1) Late Submittals- Submittals received by the City after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
- (2) Completeness- All information required by the Request for Qualifications must be supplied to constitute a regular submittal.
- (3) Public Closing- The names of respondents will be publicly read into the record on **July 1, 2016 at 2:00 p.m.**, in the City Hall Council Chambers.
- (4) Award Presentation- The City Administrator will present to the City Council for approval of the final ranking of respondents making submittal(s), or rejection of all or some categories of submittals, within one hundred and twenty (120) calendar days from the date of opening of submittals.

**[Remainder of page is intentionally left blank]**

### III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS

- (1) A committee has been established to review and evaluate all qualifications submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the City in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.
- (2) The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements will disqualify a submittal.
- (3) The City reserves the right to reject any and all submittals and to waive irregularities in the procedures. The City reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the City to do so.
- (4) The selection process will be conducted in two (2) phases: (1) Competitive selection – ranking of most qualified; (2) Competitive negotiations – negotiation of Contract with top ranked firms; as provided by Section 287.055, Florida Statutes.
  - (a) **Phase I – Competitive Selection-Ranking.** The evaluation factors used for determining qualifications for ranking, include:
    - i. The ability of professional personnel, including their pertinent training, skill and experience and specifically the (Max.10 points)
    - ii. Project Approach (Max. 50 points)
    - ii. Respondent’s willingness to meet City time and budget requirements (Max. 10 points)
    - iii. The location of the firm and the place from which the work is to be performed (Max. 5 points)
    - iv. The recent, current, and projected workloads of the firm. (Max. 5 points)
    - v. Past Performance (Max. 15 points)

- vi. Other factors authorized or required by Section 287.055, Florida Statutes, including the volume of work previously awarded to the firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, so long as the most highly qualified firms are selected. (Max. 5 points)

The committee may require public presentations by firms regarding their qualifications, approach to the project or work, and ability to furnish the required services. All final rankings shall be subject to City Council approval.

(b) **Phase II –Competitive Negotiations.**

Following ranking of the most qualified, the City may negotiate a contract with the most qualified firm for the applicable professional services in accordance with the procedures of Section 287.055(5), Florida Statutes, including the procedures authorizing negotiation with successively ranked firms if negotiation with highest ranked firms fail.

**[Remainder of page is intentionally left blank]**

#### **IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:**

##### **A. CONE OF SILENCE:**

- (1) **Definition:** “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between:
  - (a) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:
  - (b) the City Council members, City’s professional staff including, but not limited to, the City Administrator and his or her staff, any member of the City’s selection or evaluation committee.
- (2) **Restriction Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Administrator or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Administrator shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- (3) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special or Committee of the Whole meeting) at which the City Administrator makes his or her written recommendation to the City Council. However, if the City Council refers the Administrator’s recommendation back to the Administrator or staff for further review, the Cone of Silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation.
- (4) **Exceptions to Applicability:** The provisions of this section shall not apply to:
  - (a) Oral communications at pre-bid conferences;
  - (b) Oral presentations before selection or evaluation committees;
  - (c) Public presentations made to the City Council members during any duly noticed public meeting;
  - (d) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or respondent shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

- (e) Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (f) Communications with the City Attorney and his or her staff;
- (g) Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Administrator makes his or her written recommendation;
- (h) Any emergency procurement of goods or services pursuant to City Code;
- (i) Responses to the City's request for clarification or additional information;
- (j) Contract negotiations during any duly noticed public meeting;
- (k) Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Administrator and his or her staff are in writing or are made at a duly noticed public meeting.
- (l) **Penalties:** Violation of this section by a particular respondent, bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Council or City Administrator. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

## **B. ADDENDIUM**

It will be the responsibility of the respondent to contact the City Administrator's Office prior to filing a submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

C. **INQUIRIES**

Direct inquiries to:

Linda Goff  
City Clerk  
City of Apopka  
120 E. Main St.  
Apopka, FL 32704  
Email: lgoff@apopka.net

**Any and all requests for Additional Information (RAIs) shall be sent to the attention of the above listed person via email only. Deadline for submission of RAIs shall be by the close of business on Monday, June 13, 2016. Responses to all RAIs shall be posted on Demand Star no later than close of business on Friday, June 17, 2016. Emails seeking additional information will not be accepted after June 13, 2016.**

**[Remainder of page is intentionally left blank]**

THE FOLLOWING ARE REQUIREMENTS OF THIS RFQ, AS INDICATED BELOW, USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the “Done” column as you complete and enclose each item.

Required	Done	Requirements	Found in Section
√		Licenses & Certifications	Sec. I C (4), Pg. 6
√		Proof of Insurance	Sec. I C (7), Pg. 6
√		Copies of proposal	Sec. II A, Pg. 9
√		GSA Form SF330	Sec II B (a)(ii), Pg. 9
√		References	Sec. II B (iv)(6), Pg. 5
√		Organizational Chart	Sec. II B (12), Pg. 11
√		PEC Form, ADA Statement, & Business Entity Form	Page 26-30
√		Respondent’s Certification	Page 14

**This checklist is for your guidance only and does not necessarily constitute each and every requirement of this RFQ. Please read the entire RFQ thoroughly to ensure that your submission is complete.**

Addendum Received: # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_ # \_\_\_\_

**RFQ #2016-10 – RESPONDENTS CERTIFICATION**

I have carefully examined the Request for Qualification.

I hereby propose to furnish the services specified in the Request for Qualification. I agree that my submittal will remain firm for a period of at least 120 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee, or agent of the City of Apopka or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

(\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER

(\_\_\_\_)\_\_\_\_\_  
FAX NUMBER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016 by \_\_\_\_\_ who is  
 personally known to me or  produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

#### **D. SCOPE OF SERVICES**

The City of Apopka, located in northwest Orange County is a fast growing city with a multitude of opportunities for economic development and place making over the next several years. Due to our unique location adjacent to the Wekiva Parkway, the city is on the precipice of exponential growth and economic development opportunities.

One issue that could delay this progress is the fact that the city's land development code (LDC) has not been updated nor brought into conformance with the current comprehensive plan. Based upon this situation, the city is in need of assistance in developing a new set of codes to address current and future development in the city.

#### **EXISTING ORDINANCES**

The City desires u to update its Land Development Code to address changing development patterns and community interests, including the implementation of its Comprehensive Plan policies and Citywide Vision Plan. Other issues to consider will include:

- Modernizing the code format and structure
- Implementation of Comprehensive Plan policies
- Implementation of vision Plan directives as required
- Streamline language and reduce redundancy
- Provide graphics and illustrations to enhance e the more user friendly format
- Provide sufficient and clear definitions
- Update special use permit and variance requirements and processes
- Utilize urban design and environmentally friendly practices for long term sustainability
- Update permitted and conditional uses within non-residential districts

#### **DESCRIPTION OF PROPOSED LAND DEVELOPMENT CODE:**

It is anticipated that this new LDC will:

- Be “user-friendly”, easy to read, understand, and interpret for all users, including citizens, staff, developers, businesses, and elected and appointed officials;
- Be simpler, flexible, and more easily administered by staff;
- Illustrated, with considerable graphics depicting the requirements, recommendations, and concepts detailed in the code;
- Incorporate innovative and creative approaches to land-use regulations;
- Be able to create unique and distinctive gateways and major thoroughfares through City; and
- Be built upon the small-town design principles and best practices throughout the county, state and/or country.

#### **SCOPE OF SERVICES REQUIRED:**

The services being sought of the planning consultant selected for this project will include the following:

- Review and assess the land use regulations of the City Code of Ordinances; subdivision regulations, zoning ordinances and all other relevant City ordinances with staff, the local development community, elected officials and appointed officials, citizens, and other interested parties to determine deficiencies and inconsistencies with the comprehensive plan and Orange County Joint Planning Agreement;
- Review, identify, recommend and facilitate potential changes to the LDC;
- Prepare specific updates to the LDC to ensure elected officials, staff and the general public understand the use of the City's codes;
- Consideration of sustainable development practices, design features, and form based code approaches;
- Prepare a LDC that will clearly define the expectations of the City in regard to appearance, quality, density of development, and address identified weaknesses;
- Work with a staff review team and the Planning Commission;
- Provide neutral opinions and resolutions in cases of conflict;
- Conduct workshops to cooperatively develop regulations with elected and appointed officials, staff, the development community and members of the public;
- Provide guidance regarding any zoning map changes which may result from text changes to the LDC;
- Prepare updates as necessary to the City's zoning map using files compatible with ArcGIS shapefile format;
- Present the ordinance at meetings and public as necessary;
- Ensure compliance with all applicable state statutes and regulations;
- Design, host, and maintain a website dedicated to the project that will allow the community to review the progress of the project and to make comments about the ordinance updates throughout the process;
- Act as facilitator with representatives of the City's business community, residents, elected and appointed officials, and the City staff in the formulation of regulations;
- Provide all meeting materials, drafts, and final drafts to the City in common formats such as PDF or Word for reproduction at meetings and printing the final LDC; and

## **PUBLIC PARTICIPATION**

Public involvement is paramount to the development of the Land Development Code. This is especially true given the development issues and concerns within the City, maintaining the traditional small-town feeling while preserving traditional single-family neighborhoods and enhancing the commercial corridors and activity centers.

Consequently, the planning process should incorporate a public participation program that will encourage and facilitate input from developers, engineers, planners, business owners, City residents, and special interest groups.

## **WORK PRODUCT**

The Land Development Code shall be presented in a format and language that is "user-friendly" and assessable to the general public. The extensive use of graphics and other devices

that will enhance the readability and ease-of-use of the ordinance is required where necessary. Immediately following adoption of the Unified Development Code, the City Community Development Department shall receive ten (10) hard copies, 2 digital copies and an internet-ready copy of the final document. In addition, all sections of the ordinance, including any graphics files, are to be provided in the appropriate digital format.

Expectations for the team include qualifies and experienced urban planner(s), civil engineer(s), urban design specialist(s) and legal staff.

The City shall retain ownership of all data generated.

**[Remainder of page is intentionally left blank]**

**NOTIFICATION TO PROPOSERS**

All proposers will be notified of the status of selection.

**TABLE 1: TABLE ON CONSULTANT AND SUB-CONSULTANTS SHOWING SERVICES/DISCIPLINE RESPONSIBILITIES**

Indicate the names of the main consultant and sub-consultants below. Provide additional sheets as necessary.

**Sub Consultant No. 1** \_\_\_\_\_  
**Sub Consultant No. 2** \_\_\_\_\_  
**Sub Consultant No. 3** \_\_\_\_\_  
**Sub Consultant No. 4** \_\_\_\_\_

**[Remainder of page is intentionally left blank]**

**SWORN STATEMENT PURSUANT TO SECTION 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 the CITY OF APOPKA, FLORIDA by: \_\_\_\_\_  
(print individual's name and title)  
for: \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is: \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn 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, any 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 misrepresentations.**
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, non-jury 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 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 who 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 a public entity crime 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 **supplies to transact business with a public entity. The term “person” includes those officers,** directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and brief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, 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.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, 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.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, 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 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.

\_\_\_\_\_  
*Signature*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.  
 Personally known  Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public- State of \_\_\_\_\_

\_\_\_\_\_  
Printed name

[Seal]

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the CITY OF APOPKA, FLORIDA

by: \_\_\_\_\_

*(print individual's name and title)*

for: \_\_\_\_\_

*(print name of entity submitting sworn statement)*

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

Personally known  Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public- State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name [Seal]

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Apopka (“City”) are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
*Doing Business As (If same as above, leave blank)*

\_\_\_\_\_  
 Street Address                      Suite                      City                      State                      Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

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*Signature of Affiant*

---

*Date*

---

*Print Name*

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.  
 Personally known  Produced identification \_\_\_\_\_

---

Notary Public- State of \_\_\_\_\_ Printed Name

[Seal]