

PART 1 – General Information

1.1 Definition - Request for Qualifications (RFQ)

- 1.1.1 An RFQ is a formal competitive advertised solicitation method that typically describes a project in enough detail to let potential vendors determine if they wish to compete. The RFQ forms the basis for requesting all documents, whether attached or incorporated by reference, utilized for obtaining qualifications and performance data, including but not limited to financial capability, reputation, experience and competency from which the most highly qualified vendor(s) can be identified.
- 1.1.2 The vehicle for securing the consultant shall be in compliance with the State of Florida Competitive Consultants Negotiations Act (CCNA), Florida Statute Section 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firm(s) as indicated by the Statement of Work, herein.

1.2 Introduction

The City of Coconut Creek is soliciting Statements of Qualifications from qualified Consultants with a minimum of five (5) years' experience in civil engineering design work to include projects that require ADA accessibility design to provide the City with a packet on qualifications and experience. Also, Consultant will participate in public meetings and presentations necessary to accomplish the scope of work.

Respondents to this Request for Qualifications shall be licensed to practice professional engineering services within the State of Florida. Statements submitted with license applications pending shall not be considered responsive.

Interested firms are invited to submit their responses in conformance with the criteria outlined herein.

It is the City's intention to:

- (a) Solicit responses from interested parties;
- (b) Evaluate the responses;
- (c) Conduct oral presentations (if necessary);
- (d) Verify the information presented; and
- (e) Negotiate and award a contract to the selected Consultant.

The selected Consultant must agree to abide by and be governed by all Federal, State, County and City laws, rules, and regulations, some of which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ.

Broward County's Office of Economic and Small Business Development Requirements are applicable to this Contract

On September 25, 2018 (Item No. 69), the Board of County Commissioners of Broward County, Florida, (County Commission) adopted a thirty percent (30%) County Business Enterprise Program (CBE) participation goal for projects funded with proceeds from the transportation surtax. The project that is the subject of this solicitation will be funded with proceeds from the transportation surtax.

Therefore, the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, as amended (the "Business Opportunity Act" or "CBE Program"), is applicable to this solicitation and the contract that will result from this solicitation. All vendors/firms responding to this solicitation are required to utilize CBE firms to perform the assigned participation goal for this contract.

The Broward County Office of Economic and Small Business Development (OESBD) has established the CBE participation goal for this project based upon the proposed scope of services/work for the project. Potential alternate/additional scopes of services/work, optional services and allowances were not considered by OESBD when the CBE participation goal for this project was established. If the City subsequently chooses to authorize any alternate/additional scopes of services/work, optional services and/or allowances, that are determined by OESBD and the Contract Administrator to be funded with proceeds from the transportation surtax, OESBD may apply the established CBE participation goal to the alternate/additional services/work, optional services, and/or allowances. In such an instance, the City will issue a written notice to the selected Consultant that the CBE participation goal will also apply to the alternate/additional services/work and/or allowances. The selected Consultant shall submit all required forms pertaining to its compliance with the CBE participation goal, as applicable. Failure by Consultant to submit the required forms regarding CBE participation may result in the rejection of Consultant's solicitation submittal.

CBE Program Requirements (see Section 2.9 of the General Terms and Conditions and Exhibit D): Compliance with CBE participation goal requirements is a matter of responsibility; Consultant should submit all required forms and information with its solicitation submittal. If the required forms and information are not provided with the Consultant's solicitation submittal, then Consultant must supply the required forms and information no later than three (3) business days after receipt of a request from OESBD. Consultant may be deemed non-responsible for failure to fully comply with CBE Program Requirements within these stated timeframes.

1.3 Point of Contact

To ensure fair consideration for all Consultants, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by mail, email, or facsimile and directed as follows:

City of Coconut Creek – Procurement Division
Attn: Althea Pemsel, MA, CPSM, Procurement Supervisor
4800 West Copans Road
Coconut Creek, Florida 33063
Fax:(954) 973-6754
Email:apemsel@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Consultants in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

1.4 Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFQ Available	03-20-2022
Mandatory Pre-Proposal Meeting (10:00 a.m. EST)	03-30-2022
Last Date of Receipt of Questions (5:00 p.m. EST)	04-04-2022
Addendum Release (if required)	04-11-2022
Proposals Due (11:00 a.m. EST)	04-20-2022
Proposal Review	Week of April 25, 2022
Commission Review and Approval (Target)	June 9, 2022

PART 2 – General Terms and Conditions

2.1 General Terms and Conditions

These General Terms and Conditions apply to offers made to the City of Coconut Creek by all prospective Proposers. If any term in the Special Conditions in this RFQ or Exhibit D, the City of Coconut Creek Consultant Agreement for Surtax Projects is in variance or conflict with these General Terms and Conditions, such conflict will be resolved in the following order of priority: (1) City of Coconut Creek Consultant Agreement for Surtax Projects; then (2) Special Condition in the RFQ. If no changes or deletions to the General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety except with respect to the City of Coconut Creek Consultant Agreement for Surtax Projects.

2.2 Special Conditions

Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions and/or the Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail. However, the terms of Exhibit D, the City of Coconut Creek Consultant Agreement for Surtax Projects shall take precedence over and prevail in the event of a conflict with these General Terms and Conditions, any other terms in the RFQ, and the Statement of Work.

2.3 Defined Terms

Agreement: Shall mean the City of Coconut Creek Consultant Agreement for Surtax Projects.

City: Shall mean the City of Coconut Creek, a political subdivision of the State of Florida.

Cone of Silence: Means a prohibition on any communications between a potential officer, bidder, lobbyist, Consultant, to a City Commissioner, the City Attorney, the City Manager, and all City employees (except the Procurement Official), and any non-employees appointed to evaluate or recommend selection in such procurement process regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communications on file with the City Clerk.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

Contract Administrator: An individual responsible for the management of all actions required for initiating and issuing procurements, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

Contract Documents: Means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes the Agreement, RFQ, Addenda, Exhibits, and any additional documents, the submission of which is required by this Project. To the extent of any inconsistency between this Request for Qualifications and the Agreement, the Agreement language shall control.

County Business Enterprise or CBE: means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Evaluation Criteria: Factors relating to management capability, technical capability, meeting performance requirements, price and other important considerations used to evaluate which proposer has made the most advantageous offer in a competitive solicitation.

Firm: The individual(s) or firm(s) to whom the award is made and who executes the contract documents.

First Ranked Proposer: That Proposer, responding to a City RFQ, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFQ.

OESBD: Means Broward County's Office of Economic and Small Business Development.

Offeror: Means a person submitting an offer in response to a Request for Qualifications or other solicitation.

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Proposal: An offer made by one party to another as a basis for negotiations for entering into a contract. A proposal received in response to an RFQ.

Proposer: One who submits a proposal in response to a solicitation. The terms "Consultant" and "Proposer" are used interchangeably and have the same meaning.

Selection Committee: A group of at least three (3) reviewers comprised of qualified City staff or other persons selected by the City who aid in the evaluation of the proposals.

Services: means the work set forth in the Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

Small Business Enterprise or SBE: means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Subconsultant: means an entity or individual providing services to City through Consultant for all or any portion of the work under this Agreement. The term “Subconsultant” shall include all subcontractors.

Successful Consultant: Consultant who is awarded a contract to provide professional services to the City.

Waiver of Mistake or Informality: The act of disregarding errors or technical nonconformities in proposals which do not change the substance of the proposal and will not adversely affect the competition between proposers.

2.4 Cone of Silence

2.4.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) The City Commission, the City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, “vendor’s representative” means an employee, partner, director, or officer of a potential vendor, or Consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.4.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.4.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4.4 Nothing contained herein shall prohibit any potential vendor or vendor’s representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor’s representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public

upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

- 2.4.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

2.5 Public Records (See Section 11.4 of the Agreement attached as Exhibit "D" for additional terms.)

2.5.1 To the extent Consultant is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Consultant shall:

- (a) Keep and maintain public records required by City to perform the services under this Agreement;
- (b) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and
- (d) Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of Consultant or keep and maintain public records required by City to perform the services. If Consultant transfers the records to City, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.
- (e) A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to City to enable City to respond to the public records request.
- (f) Any material submitted to City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If that a third party submits a request to City for records designated by

Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

(g) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 973-6774, PublicRecords@coconutcreek.net, 4800 WEST COPANS RD., COCONUT CREEK, FLORIDA 33063.

2.6 Audit Rights and Retention of Records (See Section 11.5 of the Agreement attached as Exhibit "D" for additional terms.)

- 2.6.1 Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to inspection and subject to audit and reproduction during normal business hours. Audits and inspections pursuant to this section may be performed by any City representative or Broward County representative (including any outside representative engaged by either). City or Broward County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). City or Broward County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.
- 2.6.2 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.
- 2.6.3 City and Broward County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants City and Broward County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by City or Broward County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide reasonable access to Consultant's facilities, and City and Broward County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

- 2.6.4 Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.
- 2.6.5 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to City of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by City or Broward County, the reasonable actual cost of the audit shall be reimbursed to City or Broward County (as applicable) by Consultant in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of audit findings to Consultant.

2.7 Drug-Free Workplace

To the extent required under Section 21.31(a) (2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

2.8 Domestic Partnership Requirement (See Section 7.9 if the Agreement attached as Exhibit "D" for additional terms.)

Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

2.9 Equal Employment Opportunity and CBE Program Requirements (See Article 10 of the Agreement attached as Exhibit "D" for additional terms.)

- 2.9.1 No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 2.9.2 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit City to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 2.9.3 Consultant should include in its solicitation submittal a Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier for each CBE firm Consultant intends to use to achieve the assigned CBE participation goal. The form is available at the following link:
<https://www.broward.org/EconDev/SmallBusiness/Documents/SurtaxProjectsServicesIntent.pdf>
- 2.9.4 Consultant will meet the required CBE goal by utilizing the CBE firms listed in the online directory of CBE firms. The online directory is available for use by Consultant at <https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx> (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services under this Agreement (the "Commitment").

- 2.9.5 In performing the Services Consultant shall utilize the CBE firms listed in the online directory <https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>, for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of the Agreement by City, Consultant shall enter into formal contacts with the CBE firms listed in Exhibit "B" and, upon request, shall provide copies of the contracts to the Contract Administrator and the Director of the Broward County Office of Economic and Small Business Development ("OESBD").
- 2.9.6 If Consultant is unable to attain the CBE participation goal, Consultant should include in its solicitation submittal an Application for Evaluation of Good Faith Efforts and all required supporting information. The form is available at the following link: <https://www.broward.org/EconDev/SmallBusiness/Documents/GoodFaithEffortsEvaluation.pdf>
- 2.9.7 Each CBE firm utilized by Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform City immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant shall not terminate a CBE firm for convenience without written OESBD's prior written consent, which consent shall not be unreasonably withheld.
- 2.9.8 The Parties stipulate that if Consultant fails to meet the Commitment, the damages to City arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by City, or inability to substitute a CBE Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.
- 2.9.9 Consultant acknowledges that OESBD may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Consultant and shall include a deadline for Consultant to notify City in writing if Consultant concludes that the modification exceeds the authority under this section. Failure of Consultant to timely notify City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Consultant.

- 2.9.10 OESBD may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Consultant shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.
- 2.9.11 Consultant understands that the City and County will monitor Consultant's compliance with the CBE Program requirements. Consultant must provide the City with a Monthly Utilization Report (MUR) by the 10th of each month to confirm its compliance with the Commitment agreed to in the contract; MURs can be submitted to the City to Brian Rosen, Contract Administrator at Brosen@coconutcreek.net and online through the Broward County's iContractsCentral application, at the following webpage: <https://www.broward.org/Purchasing/Pages/icontractscentral.aspx>. Timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition precedent to the City's payment of Consultant under the contract.
- 2.9.12 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude City or its representatives from inquiring into allegations.
- 2.9.13 Consultant shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the Municipality, for all completed subcontracted work and supplies. If Consultant withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the City.
- 2.9.14 For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the website at: <https://www.broward.org/EconDev/SmallBusiness/Pages/Small-Business.aspx>

2.10 Addendum

- 2.10.1 If the Consultant should be in doubt as to the meaning of any of the RFQ document, or is of the opinion that the scope of services contains errors, contradictions or reflects omissions, Consultant shall submit a written requests directed to the Althea Pemsel, Procurement Supervisor to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Public Works Department in response to such questions will be issued on official addendum.
- 2.10.2 The issuance of any addendum shall be issued through the eBid System to all Consultants registered for this RFQ. The addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the Consultant's responsibility to check the eBid System prior to the due date and time to ensure that the Consultant has a complete, up-to-date package.

2.11 Time for Performance; Contractor Damages (See Article 4. of the Agreement attached hereto as Exhibit "D" for additional terms.)

- 2.11.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

- 2.11.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit "A" (Scope of Services) for the Contract Administrator's review.
- 2.11.3 If the Contract Administrator determines that Consultant is unable to complete Services because of delays resulting from untimely review by City or other governmental agencies having jurisdiction over the Project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, City shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.
- 2.11.4 If (a) Consultant fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, or (b) if Consultant is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with the compensation and method of payment established for all Services rendered by Consultant beyond the substantial completion date.
- 2.11.5 Notwithstanding Section 2.11.4, if Consultant fails to substantially complete the Project on or before the substantial completion date specified in its agreement with City, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to City its proportional share of any claim for damages to Consultant arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Consultant and City are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.
- 2.11.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, Consultant agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by City. To exercise an extension authorized by this section, the Purchasing Director shall notify Consultant in writing prior to the end of the term of this Agreement.

2.12 Reimbursable Expenses (See Sections 5.1.4, 5.1.6, 5.3, 5.4, 5.5, and 10.5 of the Agreement attached as Exhibit "D" for additional terms).

For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement, Consultant agrees to adhere to Section 112.061, *Florida Statutes*, except to the extent otherwise stated herein. City shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

2.13 Method of Billing (See Sections 5.1.5, 5.2.2, and 5.4 of the Agreement attached as Exhibit “D” for additional terms).

2.13.1 Maximum Amount Not-To-Exceed Compensation. For Basic Services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the maximum billing rates payable by City for each of Consultant’s employee categories.

Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant’s cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

2.13.2 After contract award and notice to proceed, Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

2.14 Salary Costs (See Section 5.1.5, 5.1.6, 5.2, and 5.4 of the Agreement attached as Exhibit “D” for additional terms,)

The term Salary Costs as used herein shall mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant’s most recent and actual rates determined in accordance with Federal Acquisition Regulation (“FAR”) guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 2.14 inclusive of the subsections below.

2.14.1 Consultant shall require all of its Subconsultants to comply with the requirements of this section.

2.15 Proposal Submission

- 2.15.1 Consultant shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Consultant. Consultant shall upload the response as one (1) file to the eBid System.** The maximum file size is 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 2.15.2 Consultant's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Consultant affirms that a complete set of bid documents was obtained from the eBid System or from the Procurement Division only and no alteration of any kind has been made to the solicitation.
- 2.15.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 2.15.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 2.15.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Consultant is interested in more than one (1) proposal for work contemplated, all proposals in which such a Consultant is interested will be rejected. Consultant by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.
- 2.15.6 Each Consultant by signature and by submission of a response, represents that the Consultant has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 2.15.7 The submittal of a proposal by a Consultant will be considered by the City as constituting an offer by the Consultant to perform the required services at the stated prices.
- 2.15.8 All proposals received from Consultants in response to this Request for Qualifications will become the property of City and will not be returned to the Consultants. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.15.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Consultants are "responsible and responsive".

2.16 RFQ Postponement/Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

2.17 Costs Incurred by Consultants

All expenses involved with the preparation/and or presentation and submission of proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Consultant(s) and shall not be reimbursed by the City.

2.18 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions as required by the City.

2.19 Public Entity Crimes (See Section 7.6 of the Agreement attached as Exhibit "D" for additional terms.)

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.20 Legal Requirements

The Consultant shall observe and comply with all federal, state, county laws and local ordinances, rules and regulations that apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

2.21 Assignment and Sub-Letting (See Section 11.7 of the Agreement attached as Exhibit "D" for additional terms.)

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Consultant without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Consultant.

2.22 Venue (See Section 11.25 of the Agreement attached as Exhibit "D" for additional terms.)

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

2.23 References

As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Consultant's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultants qualifications.

2.24 Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Consultants must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Consultants must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Consultant's firm or any of its branches or affiliate companies.

2.25 Officials Not to Benefit

Each Consultant shall certify, upon signing a proposal, that to the best of their knowledge, no City of Coconut Creek official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this Agreement. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension, debarment, or rescission of the Agreement made, or could affect payment pursuant to the terms of the Agreement.

2.26 Collusion

The Consultant certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the City. The Consultant also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.27 Default**2.27.1 Termination for Cause: Immediate**

In the event the Consultant defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, terminate this contract effective immediately upon receipt of notice. The notice for immediate termination shall state the date of termination and Consultant shall discontinue all work under this contract on that date. In the event of immediate termination by the City shall have all legal and equitable remedies available to it, and may hold the Consultant liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of re-procurement and cover.

2.27.2 Termination for Cause: Time to Correct

In the event the Contractor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Consultant, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Consultant to correct the conditions to the satisfaction of the City. In the event the Consultant has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the contract effective immediately as provided above. If Consultant requests a hearing before the City Manager within the time-frame prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages arising from the default and breach of the contract.

2.27.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice to the Consultant as provided in Section 2.31, "Notice," above, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

2.28 Truth-In-Negotiation Representation

2.28.1 Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

2.29 Notice

2.29.1 Whenever either party desires to give legal notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving notice, to wit:

CITY: Karen M. Brooks, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Phone: (954) 973-6720
kbrooks@coconutcreek.net

COPY TO: Terrill C. Pyburn, City Attorney
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
Phone: (954) 973-6797
tpyburn@coconutcreek.net

CONSULTANT:

2.30 Indemnification (See Section 11.8 of the Agreement attached as Exhibit "D" for additional terms.)

2.30.1 Consultant shall indemnify and hold harmless City and its current, past, and future 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Attorney, any sums due Consultant under this Agreement may be retained by City until all of City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

2.31 Antitrust Violations; Denial or Revocation of the Right to Transact Business with Public Entities; Denial of Economic Benefits

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the City.

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PART 3 – Minimum Requirements for Consultant

3.1 Minimum Qualifications

The required technical staff of the Consultant shall have a minimum of five (5) years of verifiable experience in civil engineering design work to include projects that require ADA accessibility design. Consultant shall demonstrate significant knowledge of current trends and be able to provide visual samples of completed projects that showcase the firm's ability to complete this project.

3.2 Licenses

Professional Engineer (PE) from the state of Florida and the requirement to obtain a certification for out of state firms is no longer required, instead of certificate of authorization to practice engineering in the state, a Florida-licensed engineer must qualify the firm to practice engineering in the state under specified conditions.

PART 4 –Submission of Proposals

4.1 Rules for Submission

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person, or entity, submitting a proposal pursuant to the RFQ.

The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. Each page should be titled as described below, i.e. *work plan, key personnel* etc. and inserted with its specific "Tab". The statement of qualifications shall respond to each item outlined below. Please limit response to the information requested. The proposal must include the following information:

Note: The proposal shall be signed by a representative who is authorized to contractually bind the Consultant.

4.1.1 Transmittal Letter

This letter shall be a two (2) page single sided document and shall summarize in a brief and concise statement, the respondent's qualifications. The letter shall provide the name, title, address, email, telephone and fax number of the official corporate contact, and an alternate. An official authorized to negotiate for the respondent must sign the letter of transmittal.

4.1.2 Office Location

The location of the office where the work will be prepared, and the key personnel in that office. The consultant may identify all of their offices, but the location of the main office responsible for the actual production of the work and key personnel in that office must be identified.

4.1.3 Organization Profile and Qualifications

This section of the proposal must describe the respondent, including the size of the office responsible for the work activities. The respondent shall provide the City with the resumes of all key personnel who will actually be assigned to perform the work. The respondent must supply all proper Florida business license(s). In addition, the respondent must supply the following information:

- (a) Type of organization (i.e. individual, partnership, corporation, joint venture, etc.) and year established.
- (b) Principals of firm and core values.
- (c) Person in charge of this project and diagram of proposed organizational structure.

4.1.4 **References**

This section of the submission must include a list of all projects completed of similar work listed in Part 3 – Statement of Work, the responsible office, or employees, have completed within the last five (5) years. The list must include:

- (a) A brief description of the project.
- (b) Total final cost of the project.
- (c) Owner of the project.
- (d) The name and telephone number of a contact person.
- (e) The date the project was completed.

Note: A separate reference document is not required, if the reference information requested above is listed in Standard Form 330.

4.1.5 **Standard Form 330 Architect-Engineer Qualifications**

Submit Standard Form 330 (Part 1 and Part 2) as part of your response.

4.1.6 **Other Information**

This section shall be for other information the respondent wishes to include, but is not limited to:

- (a) The successful respondent will provide evidence of liability insurance as a condition of the contract.
- (b) Any other information respondent feels is appropriate to assist in selection.

4.2 **Confidential and/or Proprietary Information**

In accordance with Section 119.07(1) (a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

4.3 **Proposals Received from Consultants**

All proposals received from Consultants in response to the Request for Qualifications will become the property of City and will not be returned. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of City.

4.4 **Modification and Withdrawal of Proposals**

4.4.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 4.4.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.
- 4.4.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

4.5 Insurance Requirements (See Article 9. of the Agreement attached as Exhibit “D” for additional terms.)

The Consultant shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Consultant’s insurance is subject to the approval of the City’s Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City’s Risk Manager if circumstances change or adequate protection of the City is not presented. Consultant, by submitting a proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Consultant shall maintain in force at their own expense, insurance as follows:

4.5.1 Workers’ Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Consultants who are exempt from Florida’s Workers’ Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers’ Compensation.

4.5.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an “occurrence” based format.

4.5.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage’s for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an “occurrence” based format.

4.5.4 Professional Liability / Errors and Omissions Coverage

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. “Claims-Made” forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant’s operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant’s obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions at no cost to City.

4.5.5 **General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- (a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members and Broward County and its Officers, Agents, Employees, and Commission Members.
- (b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
 Risk Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Consultant's Proposal response through the eBid System. If Consultant is Successful Consultant, then prior to commencement of Contract, Consultant must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

4.5.6 **Insurance Company and Agent**

All insurance policies herein required of the Successful Consultant shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do

business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

4.6 Warranties (See Article 7. of the Agreement attached as Exhibit “D” for additional terms.)

4.6.1 Successful Consultant warrants to City that is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

4.6.2 All warranties made by Successful Consultant together with service warranties and guarantees shall run to City and the successors and assigns of City.

PART 5 – Summary of Documents to be Submitted with Proposal

5.1. The following documents are to be executed, notarized (if applicable), and submitted as a condition to this Request for Qualifications:

5.1.1 Completed Standard Form 330 (Part 1 and Part 2) Architecture-Engineer Qualifications

5.1.2 Certificate of Insurance

5.1.3 Licenses (Including Business Tax Receipt)

5.1.4 Consultant’s Qualification Statement

5.1.5 Acknowledgement of Consultant’s Qualification Statement

5.1.6 Indemnification of City and Broward County

5.1.7 Non-Collusive Affidavit

5.1.8 Drug-Free Workplace Form

5.1.9 Sworn Statement on Public Entity Crimes

5.1.10 Scrutinized Companies Certificate

5.1.11 E-Verify Form

5.1.12 Surtax Form: Surtax Projects and Services, Letter of Intent

5.1.13 Surtax Form: Application for Evaluation of Good Faith Efforts

PART 6 – Evaluation of Submissions

6.1 General

The City shall be the sole judge of its own best interest, the submission and the resulting negotiated agreement. In all instances, the City’s decision will be final.

Due to the complexity of the project, verifiable experience in civil engineering design work that require ADA accessibility is essential criterion for selection. As part of the package, firms are asked to submit statements of qualifications, experience, and references of other projects that have involved their respective firms.

The respondent understands that this RFQ does not constitute an agreement or a contract with the City. An official contract, or agreement, is not binding until the submission is reviewed and accepted by the City Commission and by all parties.

A City of Coconut Creek Consultant Agreement for Surtax Projects will form the basis of the contract between the successful Consultant(s) and the City. Through negotiations with the successful Consultant additional terms and conditions may be added to the Agreement.

6.2 Selection Procedure

All Statements of Qualifications received by the specified deadline will be reviewed by the Selection Committee for content, completeness, qualifications, and experience. After those firms deemed the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. However, the City of Coconut Creek reserves the right to complete the selection process without proceeding to an interview phase, and may choose to select a Consultant based upon the information supplied in the Statement of Qualifications. The City of Coconut Creek reserves the right to waive any informality in any submittal and to reject any or all submittals.

6.3 Evaluation Criteria

Following the opening of the qualification submissions, the Selection Committee, comprised of qualified City staff or other persons selected by the City, will evaluate the submittals and rank them in the order of the most responsive Consultant. Proposals will be evaluated and ranked in accordance with the criteria listed below:

Criteria	
6.3.1	Qualifications of the firm and key staff
6.3.2	Past performance (a) References for projects (b) Demonstrated experience with governmental agencies
6.3.3	Ability to meet time and budget requirements
6.3.4	Experience and Technical Capabilities (a) Current and projected workload (b) Firm demonstrates consistency meeting project time and budget constraints (c) Demonstrated minimization of change orders/amendments
6.3.5	Knowledge of and approach to project
6.3.6	Ability to adhere to the 30% CBE Goal

6.4 Contract Award

6.4.1 Through the CCNA process, the City wishes to identify all firms interested in this project and then shorten that list of interested firms down to three (3) highly qualified Consultants. This RFQ is intended as the means to identify these highly qualified Consultants. The City of Coconut Creek anticipates entering into a contract for a specific project with the respondent who submits the qualifications judged by the City to be the most advantageous to the City.

6.4.2 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City’s intent to award the contract to one (1) Consultant; however, the City reserves the right to award the contract to two (2) or more Consultants if the City deems it is in its best interest.

6.4.3 The Contract will be awarded only to a responsible and responsive Consultant(s) licensed and qualified by experience to do the work specified. The Consultant shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that he/she is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Consultant shall be insured, licensed, and certified by all applicable local, county, and state agencies.

6.4.4 All Consultants will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Consultant whose proposal shall be deemed by the City Commission to be in the best interest of the City. The Commission's decision shall be final.

6.4.5 This signed proposal is considered an offer on the part of the Consultant, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Consultant shall submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies for approval by the City's Risk Manager.

6.5 Oral Presentations

The City may require the top three (3) short-listed Consultants to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein prior to a recommendation being presented to the City Commission. Should the City require such oral presentation, the Consultant will be notified seven (7) days in advance.

6.6 Negotiations

After the Selection Committee ranks the firms, the Procurement Analyst will request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations with the number one (1) ranked firm. Staff will present the results of the negotiations to the City Commission with its recommendation. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive and reasonable, then negotiations with that firm, or firms, shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected firm, the City may select additional firm(s) in order of their competence and qualifications and continue negotiations until an agreement is reached with the additional firm(s). However, the City reserves the right to reject all qualifications, waive any irregularities and solicit and re-advertise for other qualifications.

PART 7 – Payment Method

7.1 VISA PURCHASING CARD

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

7.2 EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

7.3 PAPER CHECK

Paper checks can also be processed by the City for vendor payments.

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EXHIBIT A
SCOPE OF SERVICES
Design Services for ADA Accessible Bus Pads-Surtax Project
City of Coconut Creek
Project No. COCO-024 ADA Accessible Bus Pads

1. PROJECT DESCRIPTION

The project consists of upgrading approximately sixty-five (65) bus stop locations along city owned and maintained streets within the City of Coconut Creek (Locations shown in Attachment "A") to the latest ADA and Broward County Transit standards. The proposed ADA design work only pertains to stops that are utilized by the City's Community Shuttle. A flyer showing the City's Community Bus Routes is also attached as Attachment "B" for reference purposes. Each bus stop location will be assessed and construction ready plans will be created to bring the existing bus stop into compliance with current ADA standards. The overall design effort will include creating ADA improvements such as pads, sidewalks, curbing, drainage conveyance systems, permitting through multiple agencies, utility coordination, topographic survey, and optional post design services. The purpose of this scope is to provide final engineering design and construction plans services.

This project is funded by Broward County's transportation surtax pursuant to Section 31½- 71 et seq., of the Broward County Code of Ordinances (Transportation Surtax) and in accordance with Section 212.055(1), Florida Statutes.

The following items are ineligible for Transportation Surtax:

- Improvements to bus stop locations that are not utilized by the City's Community Shuttle service.
- Utility system adjustments.
- The following drainage improvements: (i) increases to the stormwater system to accommodate a drainage area greater than the eligible size; and (ii) improvements to address runoff from private roads and/or developments.

A drainage analysis is required for the proposed drainage system design services.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by City with funds other than Transportation Surtax funds.

2. BASIC SERVICES

Basic Services will include complete sets of signed and sealed plans, specifications, permits, and other documentation required for construction. This effort will include (at a minimum): Key sheet, Summary of Quantities, Bus Stop Details, General Notes, Plan and Profile Sheets, Cross Sections, Erosion Control, Maintenance of Traffic, Cost Estimates, and other detail sheets as necessary to produce final construction bid plans. All design, plans, and contract documents will be prepared in accordance with the latest editions of the Broward County Standards, the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Plans, FDOT Standard Specifications for Road and Bridge Construction, FDOT Design Manual (FDM), and any other applicable FDOT manual/guideline/standard.

2.1 Bus Pad Design

A. Horizontal Alignment Analysis

- 1) Provide standard Broward County Transit Bus Pad at each existing bus stop location listed.
- 2) Provide sidewalks for pedestrian access to all Bus Pads where there is currently no accessible route to the bus stops.
- 3) All proposed facilities should be designed to be within the existing right of way.

B. Vertical Alignment

- 1) Design vertical alignment to assess impacts on existing conditions. Provide profiles for proposed sidewalks and any required curb and gutter.

C. Temporary Traffic Control Plan

- 1) Coordinate with the City, Broward County Traffic Division, and the FDOT as required to develop a traffic control plan. Traffic control shall be with phasing notes. Provide details as required for any areas that require a more detailed traffic control.

D. Drainage Design

- 1) Provide drainage analysis to determine impacts to the existing drainage patterns and drainage systems in the areas of the improved bus stops and routes.
- 2) Adjust existing drainage system that is impacted by proposed improvements to maintain positive drainage and required water quality.
- 3) Conceptual drainage design for review and approval by County submitted with Basis of Design Report.
- 4) Complete drainage analysis submitted with 60% design submittal for review and approval by County.

E. Permitting

- 1) Ensure that all construction ready plans are compliant with all permit requirements. Permits applications will be submitted by the awarded contractor.

F. Utility Coordination

- 1) Coordinate to provide initial plan sheets to utility agency owners (UAO's) to identify their existing and proposed facilities. Show existing utilities in the plans based on UAO's marked plan.
- 2) Prepare potential conflict matrix and provide to UAO's with progress plans.
- 3) Coordinate resolution of utility conflicts and request utility relocation schedules from UAO's
- 4) Lighting justification report consistent with Broward County and FDOT policies and criteria in the current version of the Florida Greenbook is required for improvements to lighting systems eligible for Transportation Surtax funding.

G. Horizontal Control Reference Sheets

- 1) Incorporate horizontal control and benchmark information. Consultant surveyor shall provide sign and sealed survey control sheets for the incorporation in the final plans.

H. Erosion Control Sheets

- 1) Prepare any erosion control and storm water pollution prevention plans as required for permitting.

I. Traffic Control Sheets

- 1) Prepare a traffic control plan with all applicable FDOT MOT Design Standards that addresses traffic issues to include any required sidewalk closures and associated required detours.

J. Opinion of Probable Cost

- 1) Prepare and submit an opinion of probable construction cost with the submittal of 90% plans and adjust costs based upon plan review comments with a final revised cost opinion submitted with the 100% construction ready plans. It is acknowledged that opinions of probable costs are based on the information known to the Consultant at the time and represent only the Consultant's judgment as a design professional familiar with the construction industry.

K. Survey Services

- 1) In general, topographic design and right of way survey will be obtained within the area of anticipated work at each bus stop location, plus 25' in each direction. The designer will provide anticipated survey areas to the City for approval prior to commencement. The survey will depict:
 - a) Benchmark Information
 - b) Reference points
 - c) Ties to section corners
 - d) Each change in direction of the right-of-way
 - e) Underground utilities and above ground features within proposed construction areas
 - f) The right-of-way will be calculated based on the title search performed by the design surveyor.

3. OPTIONAL SERVICES**A. Post Design Services**

- 1) Provide services during the construction phase of the project including but not limited to bidding assistance, attending progress meetings, shop drawing review, and responses to requests for information (RFI's).

4. General Requirement for Work

All plans will be submitted on 11x17 size sheets and in digital format unless otherwise indicated.

4.1 Deliverables**B. Basis of Design Report, 30%, 60%, and 90% plans submittals** – required components as defined in the FDM. Submittals will include at a minimum:

- 1) 5 sets of plans
- 2) Response to comments for previous reviews
- 3) 3 copies of reports
- 4) PDF copy of all deliverables
- 5) The Basis of Design Report shall establish the design criteria and standards to be used, describe the conceptual design plan and scope of the project, and include a lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County.

C. Final Plans Submittal

- 1) 5 sets of plans
- 2) Up to three (3) sets of sign and sealed plans as required for permitting

- 3) 1 copy of all required permits
- 4) Response to comments
- 5) Computation Book
- 6) Modifications to Specifications
- 7) CADD files
- 8) PDF copy of all deliverables

D. Schedule

- 1) Consultant will submit a mutually agreed upon schedule of project milestones. The Design Team shall allow a minimum of 3-week review time for each submittal.
- 2) The Basic Services will be completed within twenty-four (24) months from the date of the Notice to Proceed.

5. City Responsibilities

The City shall provide the Design Team with adequate information regarding the City's requirements for the project including any desired or required design or construction schedule, any budgetary requirements, and any existing files, plans or other engineering information deemed appropriate.

The City shall review any documents submitted by the Design Team requiring the City's decision and shall render any required decision pertaining thereto. If the City becomes aware of any fault or defect in the project or of any errors, omissions or inconsistencies in the design documents or specifications, the City shall give prompt notice to the Design Team.

The City's review of any documents prepared by the Design Team or its sub-consultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's standards and intent of the project. No review of such documents shall relieve the Design Team of its responsibility for the accuracy, adequacy, or suitability and coordination of its work product.

The City shall designate a representative or representatives to represent the City in all technical matters pertaining to and arising from the work and performance of this Scope of Services.

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**EXHIBIT B
CBE FIRMS LIST**

OESBD maintains an online directory of CBE firms. The online directory is available for use by vendors/firms at:

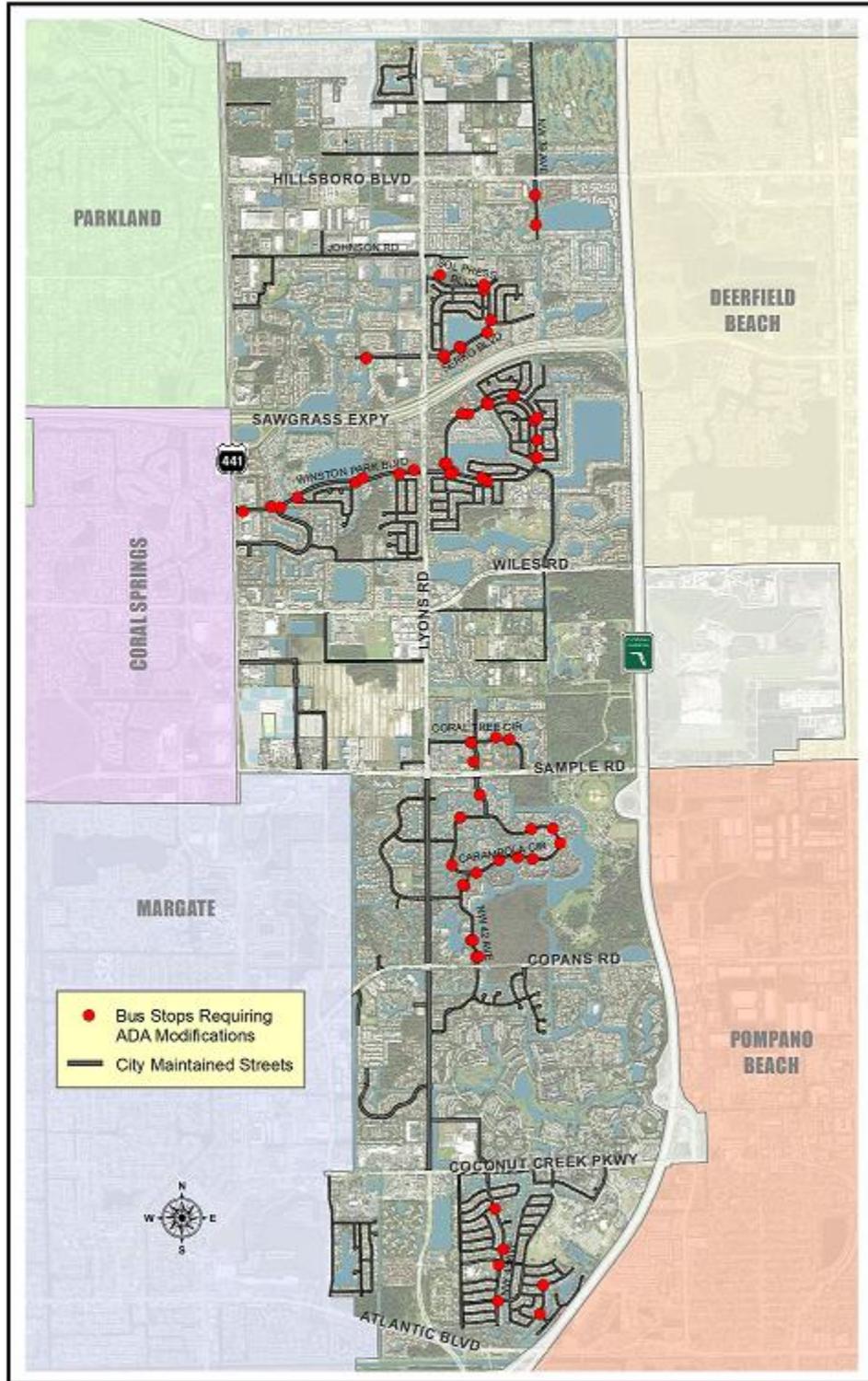
<https://www.broward.org/EconDev/DoingBusiness/Pages/CertifiedFirmDirectories.aspx>

Office of Economic and Small Business Development CBE Goals

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EXHIBIT C MAP

PROJECT COCO-024 - CITY BUS STOPS



**EXHIBIT D
CITY OF COCONUT CREEK CONSULTANT
AGREEMENT FOR SURTAX PROJECTS**