



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
PETA-GAY LAKE, DIRECTOR
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

September 5, 2021

LEGAL NOTICE REQUEST FOR QUALIFICATIONS

The City of Coconut Creek, Florida is actively seeking to establish a pool of a maximum of ten (10) qualified Consultants, from a wide range of disciplines, to provide Architecture, Landscape Architecture, Planning and Urban Design Services for various City projects. Proposals shall be in full accordance with the scope of services, terms, and conditions contained in this Request for Qualifications (RFQ).

RFQ No.: 10-06-21-11
RFQ Name: Architecture, Landscape Architecture, Planning and Urban Design Services
Pre-Proposal Meeting: None
Due Date/Time: Wednesday, October 6, 2021 at 11:00 a.m. EST

A Cone of Silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFQ shall be directed to Lorie Messer, Procurement Analyst at 954-956-1584.

Consultant must be registered on the City's eBid System in order to respond to this RFQ. A complete RFQ document may be downloaded for free from the eBid System as a pdf at www.coconutcreek.net/fin/procurement. The City is not responsible for the accuracy or completeness of any documentation the Consultant receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Consultant is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified, whether by mail or otherwise, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Consultant.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Pursuant to Section 119.071, *Florida Statutes*, sealed bids, proposals or replies by a Proposer pursuant to a competitive solicitation are exempt from public inspection until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Peta-Gay Lake, Director
Finance and Administrative Services

Publish Dates: Sunday, September 5, 2021
Sunday, September 12, 2021

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 Consultants' Competitive Negotiations Act (CCNA), Section 287.055, *Florida Statutes*. 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 Services, herein.

1.2 Introduction

The City of Coconut Creek is soliciting Statements of Qualifications from qualified Consultants with a wide range of disciplines to provide the City with a clear understanding of such qualifications and experience. Also, Consultant will participate in public meetings and presentations necessary to accomplish the scope of services.

Respondents to this Request for Qualifications shall be licensed to practice Architecture, Landscape Architecture, Planning and Urban Design 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(s).

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

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 Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. For Information concerning procedures for responding to this solicitation, contact Lorie Messer at 954-956-1584 or email at lmesser@coconutcreek.net.

For all other questions and request for information that would or would not materially affect the scope of services, or for clarification please utilize the "Questions" tab provided by IonWave's

eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFQ Schedule. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFQ.

The City shall not be responsible for oral interpretations given by any City employee or its representative.

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	09/05/2021
Non-Mandatory Pre-Proposal Meeting	None
Last Date of Receipt of Questions (5:00 p.m. EST)	09/20/2021
Addendum Release (if required)	09/22/2021
Proposals Due (11:00 a.m. EST)	10/06/2021
Proposal Review for Compliance	10/07/2021
Selection Committee Review/Short List Completed	10/20/2021
Presentations to Selection Committee (if determined necessary)	TBD
Negotiations Complete/Finalize Documents	TBD
Commission Award of Contract	12/09/2021

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. Any and all special conditions in this RFQ or any agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions.

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 as to the variance or conflict.

2.3 Defined Terms

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, City Attorney, the City Manager, and all City employees (except the Procurement Analyst named herein), 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.

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

Contract: A deliberate 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 shall be inclusive of the term "Agreement" unless stated otherwise.

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

Evaluation Criteria: Factors, including but not limited to, 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: means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

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.

Offeror: Means a person or respondent 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 or response made by an Offeror or Respondent to the City as a basis for negotiations for entering into a contract. A proposal is received in response to an RFP.

Proposer: An Offeror or Respondent who submits a proposal in response to a solicitation. The terms "Consultant," "Offeror," "Respondent," and "Proposer" are used interchangeably and have the same meaning, except when the context dictates another 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.

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

Waiver of Mistake or Informality: The act of disregarding de minimis 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 Bid (IFB), or other formal competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) The City Commission, 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 specified Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the specified 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 formal 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 in writing with the Procurement Official specifically designated in the procurement document.

2.4.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney’s Office with a recommendation to 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

2.5.1 Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and

any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

2.5.2 City is a public agency subject to Chapter 119, *Florida Statutes*. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, *Florida Statutes*, Consultant shall comply with all public records laws in accordance with Chapter 119, *Florida Statutes*. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs 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 records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

2.5.3 If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

2.6 Addendum

2.6.1 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 reflect omissions, Consultant shall submit a written request directed to the named Procurement Analyst who will coordinate with the appropriate person or department for interpretations

or clarification. Interpretations or clarifications deemed necessary by the named Procurement Analyst in response to such questions will be issued on official addendum.

- 2.6.2 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.

2.7. Proposal Submission

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile or mailed proposals will not be accepted. Proposals will only be accepted electronically, submitted through the eBid System.
- 2.7.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions, including laws and regulations, under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 2.7.5 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.
- 2.7.6 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.
- 2.7.7 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.

2.8 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 exercise the City's Waiver of Mistake or Informality rights.

2.9 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.

2.10 Insurance

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

2.11 Public Entity Crimes

Pursuant to Section 287.133(2)(a), *Fla. Stat.*, as amended from time to time, Consultant certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Consultant must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, *Fla. Stat.*, as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.12 Legal Requirements

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

2.13 Assignment

The Proposer shall not assign the proposal or agreement as a whole without the written consent of the City, nor shall the Consultant assign any monies due or to become due to him or her, without the previous written consent of the City Manager or designee. Formal consent to assignment may be processed by the Contract Administrator; however, such consent to assign must be executed by the City Manager or designee.

2.14 Choice of Law and Venue

The Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

2.20 Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

Consultant hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business

operations in Cuba or Syria. If City determines that Consultant has falsely certified facts under this paragraph or if Consultant is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

2.21 Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Consultant which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), Fla. Stat., as amended from time to time, and which are clearly marked or stamped as confidential by the Consultant at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Consultant's interpretation of the term "trade secrets" or "proprietary confidential business information," Consultant must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Consultant must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Consultant is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

2.22 Default

Termination for Cause

In the event the Consultant shall default in or violate 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. In the event of such termination the City 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 reprourement and cover.

Termination for Default

In the event the Consultant shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Consultant written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. 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, the City shall have all legal 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 permitted by law arising from the default and breach of the Contract.

Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Consultant, 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.

2.23 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

2.24 Antitrust Violations; Denial or Revocation under Section 287.137, Fla. Stat.

Pursuant to Section 287.137, *Fla. Stat.*, (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, 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. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, *Fla. Stat.*, as amended.

2.25 E-Verify Requirements

Effective January 1, 2021, public and private employers, consultants, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify

the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By submitting a proposal, Consultant becomes obligated to comply with the provisions of Section 448.095, *Fla. Stat.*, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Consultant attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, *Fla. Stat.* as amended.

2.26 Prohibition Against Contingent Fees

By submitting a proposal, the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

PART 3 – STATEMENT OF WORK

3.1 Purpose

The City of Coconut Creek is seeking to establish a pool of a maximum of ten (10) highly qualified Consultants, from a wide range of disciplines, to provide Architecture, Landscape Architecture, Planning and Urban Design Services for various City projects.

Awarded Consultants shall provide Architecture, Landscape Architecture, Planning and Urban Design Services for projects in which the estimated construction cost for each individual project under the Agreement does not exceed \$4 million, or for study activity if the fee for professional services for each individual study does not exceed \$500,000.00, or for work of a specified nature as outlined in the Agreement required by the City, and as prescribed in Section 287.055, *Florida Statutes*, as may be amended from time to time. Firms providing professional services under continuing contracts shall not be required to bid against one another.

For any lump-sum or cost-plus-a-fixed-fee CCNA professional service contract over the threshold amount provided in Section 287.017, *Fla. Stat.*, for CATEGORY FOUR (\$195,000), as amended, Consultant will be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any CCNA professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract

price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

Awarded Consultant(s) shall be chosen for individual projects based on the Consultant's qualifications and what is in the best interest of the City.

3.2 Minimum Qualifications

The required technical staff of the Consultant shall have a minimum of five (5) years of verifiable experience in Architecture, Landscape Architecture, Planning and Urban Design Services. 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.

3.3 Licenses

Consultants must be appropriately licensed and registered in the State of Florida and shall maintain such license throughout the term of the resultant contract.

3.4 Scope of Services

3.4.1 The scope of services shall include, but are not necessarily limited to the following disciplines:

Building Design	Plan Review
Construction Management / Administration / Engineering Inspection (CEI)	Public Involvement
Cost Benefit Analysis	Process Evaluation
Cost Estimates	Renovations
Drafting of Codes, Standards and Ordinances	Street Graphics and Wayfinding
Environmental Analysis	Streetscape Design
Geotechnical Engineering	Sustainable Design
Hardscape Design	Transportation / Traffic Engineering
Irrigation Design	Water Resources
Land Surveying	Mechanical / Electrical / Plumbing (MEP) Engineering
Lighting Designs / Plans	Interior Design
Architecture or Urban Design	City Planning

3.4.2. The selected Consultant(s) may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award and evaluation and services during construction, perform landscape architectural services, perform program development, schematic design, construction documents, etcetera for any of the aforementioned disciplines, related matters, as well as any other landscape architectural assignments upon the request of the City. The City may require based upon the firm's evaluation to identify needs, develop and improve programs, establish cost effective priorities for making improvements and develop a short-term or a long-range program for implementation on request.

3.4.3 The selected Consultant(s) may be required to utilize the services of a Leadership in Energy and Environmental Design (LEED) Accredited Professional, whether the LEED Accredited Professional is an employee of the firm or the firm has direct access to a

LEED Accredited Professional. In addition, Green Globe certified professionals or other similar expertise may be required.

- 3.4.4. The selected Consultant(s) may be required to represent the City of Coconut Creek in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to the County/State/Federal for any improvement programs, permits or grants in which the City is or may be an eligible participant or has an interest.
- 3.4.5. Some of the projects requiring professional landscape architecture and urban design services will be funded through the Department of Housing and Urban Development (HUD) and Community Development Block Grant (CDBG), or other federal and state granting authorities. All federal and state regulations pertaining to any grant related project shall apply.
- 3.4.6. Architecture, Architectural and Urban Design Services could include, but not be limited to, approved capital improvement projects as outlined in the City's budget.
- 3.4.7. Tentative task assignments may include, but are not limited to the following:
- a) Design of Greenways and Linear Parks
 - b) Design of Complete Street Improvement Projects
 - c) Design of Streetscapes including construction plans for landscape and irrigation
 - d) Development of public information signage
 - e) Development of urban design guidelines
 - f) Graphic design and development of thematic streetscape concepts
 - g) Roadside buffer landscape design
 - h) Planning and urban design including all that is related to the design of master plans.

This item may include review of development projects proposed as part of the City's planning process.

3.5 Standard of Care

Consultant shall perform all of the provisions of this contract with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under the same or similar circumstances. The City shall base its determination of the Consultant's fulfillment of the scope of services in accordance with accepted professional consulting standards.

Consultant shall be responsible for the accuracy of its professional services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of Consultant's professional services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions.

Consultant shall respond to the City's notice of any errors and/or omissions within twenty-four (24) hours of written confirmation by the Consultant of the City's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the City, or by actual hand delivery of written notice by the City to the Consultant. Consultant shall be required to visit the Project site if directed by the City.

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.
- d) State if your firm is a minority business as defined by the Florida Small and Minority Business Assistance Act.

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 Services that the responsible offices, 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 Modification and Withdrawal of Proposals

4.2.1 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 an active submission. If Consultant desires to re-submit a previously retracted response, Consultant must click "Submit Response" on the Response Submission Tab for your retracted response to be submitted again.

4.2.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal due date and time. No proposal may be withdrawn or modified after the due date of proposal has passed.

4.2.3 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.

4.3 Insurance Requirements

Throughout the term of this Contract, Successful Consultant and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

4.3.1 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 coverage 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.

4.3.2 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.

4.3.3 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 the City.

4.3.4 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.
- 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 sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
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 Package 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.

4.3.5 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.

A copy of **any** current Certificate of Insurance should be included with your proposal.

4.4 Warranties

4.4.1 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.

4.4.2 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:

- a) Completed Standard Form 330 (Part 1 and Part 2) Architecture-Engineer Qualifications
- b) Certificate of Insurance evidencing liability insurance
- c) Licenses (Including Business Tax Receipt)
- d) Consultant's Qualification Statement
- e) Acknowledgement of Consultant's Qualification Statement
- f) Indemnification Clause
- g) Non-Collusive Affidavit
- h) Drug-Free Workplace Form
- i) Sworn Statement on Public Entity Crimes
- j) Exhibit "A" - List of Disciplines
- k) References (Not required if reference information is listed in SF330)

PART 6 – EVALUATION OF SUBMISSIONS AND CONTRACT AWARD

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 projects, verifiable experience in Architecture, Landscape Architecture, Planning and Urban Design Services is an 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 standard City of Coconut Creek Consultant Agreement will form the basis of the contract between the successful Consultants and the City. Consultant's 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 Consultants 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	
1.	Qualifications of the firm and key staff <ul style="list-style-type: none"> • Area of expertise • Adequacy of personnel • Stability of key staff
2.	Minority Representation <ul style="list-style-type: none"> • Firm is a Certified minority business as defined by the Florida Small and Minority Business Assistance Act
3.	Past performance <ul style="list-style-type: none"> • Customer satisfaction references • Previous experience with governmental agencies
4.	Ability to meet time and budget requirements
5.	Location of the Firm <ul style="list-style-type: none"> • Office in reasonable proximity to Coconut Creek (Tri-County area preferred)
6.	Experience and Technical Capabilities <ul style="list-style-type: none"> • Current and projected workload • Firm demonstrates consistency meeting project time and budget constraints • Demonstrated minimization of change orders/amendments
7.	Volume of work previously awarded to each firm by the City

6.4 Oral Presentations (if applicable)

The City may require the top 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.

6.5 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 top ten (10) ranked firms. 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 firms 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 firms, 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, solicit and re-advertise for other qualifications, or waive any irregularities consistent with the provisions stated herein.

6.6 Contract Award

6.6.1 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 ten (10) 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 specific projects with the respondents who submits the qualifications judged by the City to be the most advantageous to the City.

6.6.2 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 ten (10) Consultants; however, the City reserves the right to award to less than ten Consultants if the City deems it is in its best interest.

6.6.3 The Contract will be awarded only to responsible and responsive Consultants licensed and qualified by experience to do the work specified. The Consultants 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. Consultants shall be insured, licensed, and certified by all applicable local, county, and state agencies.

6.6.4 All Consultants will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Consultants 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.

6.6.5 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.

6.7 Work under the Contract

Awarded firms shall be placed into a pool of qualified Consultants. This term contract does not guarantee work nor does the order in which firms were ranked during the selection process dictate the assignment of City projects. Individual projects shall be assigned based on firm qualifications and what is in the best interest of the City.

6.8 Term of Contract

The initial Contract period shall be for three (3) years upon Commission award. The City reserves the right to renew the contract for two (2) additional one (1) year periods, providing both parties agree to the renewal; all the terms, conditions and specifications remain the same; and such extension is approved by the City's Contract Administrator. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

6.9 Extension Clause

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon written request of the Procurement Official. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

6.10 Cost Adjustments

Costs for all services purchased under this Contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the Employment Cost Index (ECI), Total Compensation, Private Industry, Professional, Scientific, and Technical Services, Not Seasonally Adjusted as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the ECI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same quarter one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the ECI or industry costs decline, the City shall have the right to receive from the Consultant a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Consultant.

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 seventy-two (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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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

September 21, 2021

RFQ No.: 10-06-21-11
RFQ Name: Architecture, Landscape Architecture, Planning and Urban Design Services
Due Date/Time: Wednesday, October 6, 2021 at 11:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for RFQ No. 10-06-21-11, Architecture, Landscape Architecture, Planning and Urban Design Services. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

1) REPLACE PAGE(S): 6 with 6 (a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet **must be submitted electronically with your response** through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Company Name

Company Address

(_____) _____
Phone Number

(_____) _____
Fax Number

LORIE MESSER, CTCM
Procurement Analyst
lmesser@coconutcreek.net

or clarification. Interpretations or clarifications deemed necessary by the named Procurement Analyst in response to such questions will be issued on official addendum.

- 2.6.2 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.

2.7. Proposal Submission

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile or mailed proposals will not be accepted. Proposals will only be accepted electronically, submitted through the eBid System.
- 2.7.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions, including laws and regulations, under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 2.7.5 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 **more than one proposal was submitted, this will lead to rejection of all responses in which the Consultant is involved, except for circumstances where Consultant is the subcontractor listed on another Consultant's response.**
~~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.~~
- 2.7.6 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.
- 2.7.7 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



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 2

September 23, 2021

RFQ No.: 10-06-21-11
RFQ Name: Architecture, Landscape Architecture, Planning and Urban Design Services
Due Date/Time: Wednesday, October 6, 2021 at 11:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for RFQ No. 10-06-21-11, Architecture, Landscape Architecture, Planning and Urban Design Services. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

1) REPLACE PAGE(S): 8 with 8 (a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet **must be submitted electronically with your response** through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Company Name

Company Address

() _____
Phone Number

() _____
Fax Number

LORIE MESSER, CTCM
Procurement Analyst
lmesser@coconutcreek.net

constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Consultants qualifications.

2.16 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.

2.17 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.

2.18 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, **except for circumstances where Consultant is the subcontractor listed on another Consultant's response.** The Consultant also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.19 Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

2.20 Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes