

# COCONUT CREEK

## REQUEST TO QUALIFY



## CONSTRUCTION MANAGEMENT SERVICES RTQ NO. 01-11-23-11

PROCUREMENT DIVISION  
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063  
EBID SYSTEM: [www.coconutcreek.net/fin/procurement](http://www.coconutcreek.net/fin/procurement)



## CITY OF COCONUT CREEK

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FINANCE AND ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
LINDA JEETHAN, PROCUREMENT MANAGER  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063

November 30, 2022

### LEGAL NOTICE / REQUEST TO QUALIFY

The City of Coconut Creek, Florida is actively seeking qualified construction firms to provide Owners' Representative Services for the City's Capital Improvement Projects and Capital Expense projects that consists of all types of construction and renovation projects to include retro fits as well. Proposals shall be in full accordance with the scope of services, terms, and conditions contained in this Request to Qualify (RTQ).

<b>RTQ No.:</b>	<b>RTQ No. 01-11-23-11</b>
<b>RTQ Name:</b>	Construction Management Services
<b>Pre-Proposal Meeting:</b>	Not Applicable
<b>Due Date/Time:</b>	<b>January 11, 2023 at 11:00 a.m. EST</b>

A Cone of Silence is in effect with respect to this RTQ. The Cone of Silence prohibits certain communications between potential Proposers and the City. All communication regarding this RTQ shall be directed to Althea Pemsel, MS, CPSM, Procurement Supervisor via email at [apemsel@coconutcreek.net](mailto:apemsel@coconutcreek.net).

Proposer must be registered on the City's eBid System in order to respond to this RTQ. A complete RTQ document may be downloaded for free from the eBid System as a pdf at [www.coconutcreek.net/fin/procurement](http://www.coconutcreek.net/fin/procurement). The City is not responsible for the accuracy or completeness of any documentation the Contractor 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. Proposers are 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 Contractor.

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.

Linda Jeethan, Procurement Manager  
Procurement Division

Publish Date: Sunday, December 4, 2022

## **PART 1 – General Information**

### **1.1 Definition - Request to Qualify (RTQ)**

An RTQ is a competitive solicitation method that typically describes a project in enough detail to let potential suppliers determine if they wish to compete. The RTQ 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, projects, experience and competency from which the most highly qualified Proposer(s) can be identified.

### **1.2 Introduction**

The City of Coconut Creek is soliciting Statements of Interest from qualified construction firms to perform Owners' Representative functions.

The City of Coconut Creek will be awarding a single or multiple contracts for Owners' Representatives contract depending on the number of responses and at the sole discretion of the City. The City's objective is for Owners' Representatives to perform project management and project oversight to include a variety of projects for various City projects whether General Fund, Capital Improvement Program (CIP), or the Capital Expense (CapEx) projects.

The Agreement will be between the City and the construction firm(s) awarded a contract or multiples contracts may be awarded.

Proposers to this RTQ shall be licensed to provide construction 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 qualifications from interested parties;
- (b) Review the responses;
- (c) Verify the information presented; and

The selected Proposer 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 RTQ.

### **1.3 Point of Contact**

To ensure fair consideration for all Proposers, the City prohibits communication to or with any City department, elected official or employee during the submission process, other than the Procurement Supervisor named herein, 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.

For all other questions and request for information that would or would not materially affect the scope of services to be performed, or for clarification, please utilize the "Questions Tab" in the eBid System at <https://coconutcreek.ionwave.net>. For Information concerning procedures for responding to this solicitation, and to register your firm in the City's eBid System, contact Althea Pemsel, Procurement Supervisor.

City of Coconut Creek – Procurement Division  
 Attn: Althea Pemsel, MS, CPSM, Procurement Supervisor  
 4800 West Copans Road  
 Coconut Creek, Florida 33063  
 Phone: 954-956-1524  
 E-Mail: [apemsel@coconutcreek.net](mailto:apemsel@coconutcreek.net)

Questions must be received prior to the cut-off date specified in the RTQ Schedule of Events. Material changes, if any, to the scope of services or the solicitations 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 RTQ.

**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.

<b>Event</b>	<b>Date</b>
RTQ Available	December 4, 2022
Receipt of Questions Due Date	December 14, 2022 (5:00 p.m. EST)
Addendum Release (if required)	December 20, 2022
Response Due Date (11:00 a.m. EST)	January 11, 2023

**1.5 Addenda, Additional Information**

1.5.1 If the Proposer should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Proposer shall submit a written request directed to the Procurement Supervisor to be forwarded to the appropriate person or department for interpretation or clarification. Interpretations or clarifications deemed necessary will be issued on official addendum.

1.5.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Proposers. Addenda to the solicitation will be posted in the eBid System. It is the Proposer’s responsibility to check the eBid System or contact the Procurement Supervisor prior to the response due date to ensure that the Proposer has a complete, up-to-date RTQ.

**1.6 Cone of Silence**

1.6.1 “Cone of Silence” means a prohibition on any communication regarding a particular Request to Qualify (RTQ), Request for Proposals (RFP), Request for Qualifications (RFQ), bid, or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor’s representative, and
- (b) Any member of the City Commission or its staff, all other City employees, and any non-employee 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 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.

- 1.6.2 The Cone of Silence shall be applicable to each RFP, RFQ, L.O.I., RTQ, bid, or other competitive solicitation during the solicitation and review of bid proposals. 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.
- 1.6.3 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.
- 1.6.4 Nothing contained herein shall prohibit any potential vendor or vendor’s representative from:
- (a) Making public presentations at duly noticed pre-bid conferences or before a duly noticed Selection Committee meetings;
  - (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 RTQ, RFP, RFQ, bid, or 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, L.O.I., RTQ, bid, or other bid document number.

- 1.6.5 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 RTQ, 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.

## **PART 2 – General Terms and Conditions**

### **2.1 Public Records**

- 2.1.1 Proposer shall keep such records and accounts and require any and all Proposers and sub proposers 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 Proposer 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.

2.1.2 City is a public agency subject to Chapter 119, *Florida Statutes*. To the extent Proposer is a Proposer acting on behalf of the City pursuant to Section 119.0701, *Florida Statutes*, Proposer shall comply with all public records laws in accordance with Chapter 119, *Florida Statutes*. In accordance with state law, Proposer 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 Proposer 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 Proposer or keep and maintain public records required by the City to perform the services. If the Proposer transfers all public records to the City upon completion of the services, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the services, the Proposer 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 PROPOSER 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](mailto:PublicRecords@coconutcreek.net), 4800 West Copans Road, Coconut Creek, FL 33063.**

2.1.3 If Proposer 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.

## 2.2 Submission Requirements

2.2.1 Proposer shall use the electronic eBid System to submit a statement. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer 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.

- 2.2.2 Proposer'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, Proposer 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.
- 2.2.3 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.
- 2.2.4 Each Proposer for services further represents that the Proposer 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.
- 2.2.5 Only one (1) response from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer 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.
- 2.2.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 2.2.7 All responses received from Proposers in response to this RTQ will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.2.8 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 Proposers are "responsible and responsive".

### **2.3 RTQ 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 RTQ; postpone or cancel, at any time, this RTQ process; or exercise the City's Waiver of Mistake or Informality rights.

### **2.4 Costs Incurred by Proposers**

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 Proposer and shall not be reimbursed by the City.

### **2.5 Legal Requirements**

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

## **2.6 Costs Incurred by Proposers**

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 Proposer and shall not be reimbursed by the City.

## **2.7 Legal Requirements**

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

## **PART 3 – STATEMENT OF WORK**

### **3.1 Purpose**

The City of Coconut Creek is seeking to hire a construction firm(s) to provide comprehensive construction management services, owners' representative services, fundamentally to be used as an extension of staff.

### **3.2 Minimum Qualifications**

The required technical staff of the Proposer shall have a minimum of five (5) years of verifiable experience in construction. Proposer shall demonstrate significant knowledge of current trends and be able to provide visual samples of completed projects that showcase the firm's ability to manage and complete a project. A general contractor license is required at minimum. An underground utility and HVAC license will be accepted along with the General Contractor's license albeit not in lieu of the General Contractor's license.

A list of a maximum of five (5) projects must be provided and contain the following details:

- a. Date of project, start and end dates
- b. Beginning and ending project amounts
- c. Number of change orders
- d. Project Team, clearly identify each staff and their functions on the project list
- e. List any stop work or cure notices and an explanation of the reasons

### **3.3 Licenses**

Proposer 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 – Background**

The purpose of this solicitation is to qualify Proposers for use on a variety of construction and renovation projects. This initial solicitation provides for the submission of documents and forms intended to verify that the Proposer meets or exceeds the minimum criteria set forth elsewhere in this solicitation. Proposers which meet or exceed the criteria established in this solicitation may be issued a term contract available to all City departments to perform miscellaneous public works, utility and engineering, sustainability, and public safety related projects for the City of Coconut Creek, Florida.

#### **3.4.1 Scope of Services - Purpose**

The City of Coconut Creek is soliciting construction management services firms to provide a full range of owner's representative services, pre-construction, construction, and post-construction for various City projects under a Continuing Services Agreement. The selected construction management firm(s) will work with City staff, Architects/Engineers, and construction firms to develop and complete capital improvement, bond, and other City projects. The City, with the help of professional firms, designs, executes, maintains and operates a variety of facility projects throughout the City. The projects include, but are not



limited to: buildings, including police and fire stations, related buildings, community centers, office buildings, storage buildings and auditoriums; parks and recreation facilities including golf courses; parking garages; and maintenance buildings. The City has a couple of projects it may seek assistance with immediately, which is the City Hall Lobby Renovation and Public Safety Complex and other city projects.

The Proposer shall have a minimum five (5) years of previous construction management experience as the prime on commercial construction projects with at least 10 million dollars in construction costs in the State of Florida and beyond. Proposers must have worked in the profession in each of the last five (5) calendar years. Proposer's experience must include providing the full range of construction management services. The firm's experience can be a culmination of the firm and individuals within the firm. More consideration will be given to firm's overall experience. Government experience with capital improvement and capital expense is preferred.

### **3.4.2 Scope of Services — Construction Management Services -Owner's Representative** Construction Management Services to be provided include, but are not limited to:

#### **3.4.2.1 Pre-construction Services**

- a. Review for constructability all plans, specifications, drawings, and contract documents and advise City and Architect/Engineer regarding constructability, errors, omissions, conflicts, scheduling and anticipated construction duration
- b. Prepare reports listing City-approved design changes and documenting cost and schedule impacts
- c. Analyze the cost estimate prepared by the Architect/Engineer and report recommendations to the City
- d. Conduct design progress meetings with design engineering firms
- e. Assist City in pre-qualifying contractors and evaluating responses

#### **3.4.2.2 Bidding and Award Services**

- a. Attend pre-bid meetings
- b. Review and coordinate with designer on response to addenda
- c. When applicable, assist City with evaluating responses to the proposals for responsiveness, price, and value engineering
- d. Assist the City in crafting contract language and/or documents

#### **3.4.2.3 Construction Services**

- a. Provide coordination between the City, the design consultant(s), and the contractor
- b. Conduct and prepare minutes for kickoff meeting prior to the start of construction
- c. Assist City with direct purchase of items (if required)
- d. Close supervision of the contractor's work and review of all inspection reports to ensure work is performed in accordance with the contract documents
- e. Conduct regular construction progress meetings; prepare an agenda, arrange, conduct, and provide minutes for all project meetings
- f. Review construction progress against established milestones to ensure the successful and timely completion of projects, providing feedback to both the City and the contractor;
  1. Track quantities
  2. Take progress photos

- 3. Maintain daily field diaries containing records of weather, work, accomplished on site, number of workers, problems, and other relevant data
- 4. Track delays due to weather or other causes
- g. Provide written weekly status reports to the City
- h. Prepare and manage the project schedule
- i. Establish and maintain a tracking system for all project construction records
- j. Serve as the City's representative during the construction phase
- k. Ensure that design consultants visit the project at appropriate intervals to observe and document the progress and quality of work
- l. Notify the City and the contractor in writing of any work not in conformity with the Construction Documents
- m. Make recommendations as to the correction of deficiencies or defects
- n. Maintain copies of all required permits and monitor compliance with permit requirements
- o. Certify payment contractor's applications against completed milestones, contract prices and/ or agreed upon construction progress
- p. Review construction materials testing
- q. Manage, review, recommend changes, and take action on contractor's submittals including shop drawings and samples
- r. Respond to contractor's inquiries and provide information as appropriate
- s. Review testing requirements and ensure tests are completed on schedule
- t. Clarify and interpret the intent and scope of the contract documents
- u. Monitor and enforce construction noticing requirements
- v. Review change order requests from the contractor, respond to requests, and prepare change orders for the City's approval and execution; maintain change order log
- w. Review contract document changes and permits
- x. Review and respond to claims related to the project
- y. Conduct and participate in field visits, observations, oversight, and demonstrations
- z. Prepare, assemble and distribute the official substantial completion punch list and final punch list
- aa. Review the contractor's guarantees, warranties, and as built to ascertain that they in line with the conformed construction documents.

### **3.4.3 Close-Out Services**

- a. In conjunction with Architect/Engineer, assist City in determining substantial completion criteria
- b. Assist the City in administering and coordinating final inspections
- c. Assist the City in reviewing as-built drawings
- d. Assist City in processing final pay requests, release of retention, and certificates of insurance
- e. In conjunction with Architect/Engineer, assist City with filing Notice of Completion
- f. Provide Construction Management files to the City
- g. Review contractor's record drawings, operations and maintenance (O&M) instructions and permit other close-out documentation
- h. Coordinate any machine startup requirements and verify operability
- i. Advise City on warranty items, secure warranties and guarantees, inspect warranty work, and participate in one-year warranty review
- j. Compile an Operations and Maintenance Manual including operation instructions, maintenance requirements, warranties, and other relevant information; and provide 3 bound copies and one PDF file (300 dpi) to the City upon completion of the project
- k. Complete Closeout Checklist and Final Evaluation

## **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 RTQ.

The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed experience and 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 Proposer.**

#### **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 Proposer’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 Proposer must sign the letter of transmittal.

#### **4.1.2 Office Location**

The location of the office that will service the City, and the key personnel in that office. The Proposer 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 Proposer, including the size of the office responsible for City projects. The Proposer shall provide the City with the project team and their area of specialty. Key functions of the organization, how long have they been in business, and pending litigation. In addition, the Proposer 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 the team assigned to the City of Coconut Creek.
- c) Project listing of a minimum of five (5) projects (within past 10 years)
- d) Florida business licenses
- e) Business tax receipt

#### **4.1.4 Project References**

This section of the proposal must describe the Proposer, including the size of the office responsible for City projects. The Proposer shall provide the City with the project team and their area of specialty. Key functions of the organization, how long have they been in business, and pending litigation. In addition, the Proposer 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 the team assigned to the City of Coconut Creek
- c) Project listing of a minimum of five (5) projects (within past 10 years)

- d) Florida business licenses
- e) Business tax receipt

## **PART 5 – SPECIAL TERMS AND CONDITIONS**

### **5.1 Termination for Cause**

In the event the Proposer shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Proposer, terminate this contract effective immediately. In the event of such termination the City may hold the Proposer 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.

### **5.2 Termination for Default**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor 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 Contractor 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 Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

### **5.3 Termination for Convenience of City**

Upon thirty (30) calendar day's written notice delivered by certified mail, return receipt requested, to the Contractor, 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 Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

### **5.4 Cost Proposal**

On an as needed per project basis, Proposers will be required to provide pricing for Owners' Representative Services after receiving a scope of work from authorized City Staff. Proposers may be requested to provide general billing rates as means of comparison. The City reserves the right to negotiate the cost of each price using lump sum and/or billing rates whichever is in the best interest of the City.

The City requests Proposer(s) **after award and upon request**, to offer rates to the City as a firm fixed rate, which includes all expenses including travel for the services outlined in this RTQ.

### **5.5 Evaluation Method**

Pursuant to this RTQ interested firms shall submit qualification responses to the proposed Scope of Services with their response through the eBid System. Responses to this RTQ will be reviewed by City Staff. Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria shall be disqualified from further consideration.

### **5.6 Term of Contract**

5.6.1 The initial contract term shall be for a three (3) years. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. 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.

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

## **5.7 Award of Contract**

- 5.7.1 Award of a contract, if it be awarded, will be made to the Proposer with the proposal which is deemed to be in the best interest of the City of Coconut Creek as determined in the sole discretion of the City.
- 5.7.2. The City of Coconut Creek reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves the City of Coconut Creek
- 5.7.3 Responses will be electronically unsealed in a public forum and read aloud. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one or more Proposer, all or part, if the City deems it is in its best interest.
- 5.7.4 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he/she is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 5.7.5 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 5.7.6 The Proposer warrants to the City that it 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.
- 5.7.7 This signed proposal is considered an offer on the part of the Proposer, 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 Proposer 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.

## **PART 6 – SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSAL**

The following documents are to be executed and notarized (if applicable), and submitted as a condition to this RTQ:

**6.1 Collusion**

The Proposer 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 Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**6.2 References**

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

**6.3 Indemnification**

The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination or expiration of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

**6.4 Drug-Free Workplace Programs**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace Form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

**6.5 Sworn Statement – Public Entity Crimes**

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 bid on a contract to provide 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 Proposer 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**6.6 Conflict of Interest Statement**

The successful Proposer shall not represent any person, entity or government which takes a position contrary to that of the City Commission of the City of Coconut Creek or the Administration of the City of Coconut Creek before any legislative, executive, or administrative branch of government or any other local government other than the City of Coconut Creek. The above shall not preclude the successful Proposer from representing clients before the City Commission, subservient boards or the Administration of the City of Coconut Creek.

## **6.7 Insurance Requirements**

If the Contractor is required to go on to City property to perform work or services as a result of contract award, the successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Contractor shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor'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. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer shall maintain in force at their own expense, insurance as follows:

### **6.7.1 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:** Proposers 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.

### **6.7.2 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 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.

### **6.7.3 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.

### **6.7.4 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 – Procurement Division  
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 Proposer's Proposal response. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

#### **6.7.5 Insurance Company and Agent**

All insurance policies herein required of the Successful Proposer 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.

#### **6.8 Conflict of Interest Statement**

The successful Proposer shall not represent any person, entity or government which takes a position contrary to that of the City Commission of the City of Coconut Creek or the Administration of the City of Coconut Creek before any legislative, executive, or administrative branch of government or any other local government other than the City of Coconut Creek. The above shall not preclude the successful Proposer from representing clients before the City Commission, subservient boards or the Administration of the City of Coconut Creek.

#### **6.9 Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.



Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

<b>Required Documents</b>	<b>Yes</b>	<b>No</b>
<b>Proposer Information</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal Confirmation</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Indemnification Clause</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Non-Collusive Affidavit</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposer's Qualification Statement</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Drug-Free Workplace Form</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sworn Statement on Public Entity Crimes</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Exceptions</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Submit Proposal Documents through the eBid System</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Proposal:</b> <b>(1) Qualifications and Experience</b> <b>(2) Resources and Availability</b> <b>(3) References</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Company's <a href="http://www.Sunbiz.org">www.Sunbiz.org</a> Record</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Certificate of Insurance</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Business Tax Receipt</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Copies of Valid Licenses</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>eVerify Form</b>	<input type="checkbox"/>	<input type="checkbox"/>

**PROPOSER INFORMATION**

Communications concerning this proposal shall be addressed to:

Company Name: \_\_\_\_\_

Social Security/Federal Tax I.D. No.: \_\_\_\_\_

Proposer's Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

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**Instructions:** Complete Part I or Part II, Whichever Applies

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**Part I:**

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

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**Part II:**

No Addendum was received in connection with this RTQ.

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It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RTQ. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
Proposer's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Printed Name



**CITY OF COCONUT CREEK  
CONSTRUCTION MANAGEMENT SERVICES  
RTQ NO. 01-11-23-11**

**SCHEDULE OF PROPOSAL PRICES  
(Will be requested later after award)**

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**PROPOSER SHALL SUBMIT PROPOSAL ELECTRONICALLY  
THROUGH THE EBID SYSTEM**

**[WWW.COCONUTCREEK.NET/FIN/PROCUREMENT](http://WWW.COCONUTCREEK.NET/FIN/PROCUREMENT)**

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## **PAYMENT METHODS**

### **VISA PURCHASING CARD** (reference informational flyer on following page):

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 the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid 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.

### **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.

### **PAPER CHECK**

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

*THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK*



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)



**PROPOSER'S QUALIFICATION STATEMENT**

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek  
Procurement Division  
4800 West Copans Road  
Coconut Creek, FL 33063

Check One

Submitted By: \_\_\_\_\_  Corporation  
Name: \_\_\_\_\_  Partnership  
Address: \_\_\_\_\_  Individual  
City, State, Zip \_\_\_\_\_  Other  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

- 1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: \_\_\_\_\_  
\_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

- 2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_  
b. State of Incorporation: \_\_\_\_\_  
c. President's Name: \_\_\_\_\_  
d. Vice President's Name: \_\_\_\_\_  
e. Secretary's Name: \_\_\_\_\_  
f. Treasurer's Name: \_\_\_\_\_  
g. Name and Address of Resident Agent: \_\_\_\_\_

- 3. If Proposer is an individual or a partnership, answer the following:

a. Date of Organization: \_\_\_\_\_  
b. Name, Address and Ownership Units of all Partners: \_\_\_\_\_  
\_\_\_\_\_  
c. State whether general or limited partnership: \_\_\_\_\_  
\_\_\_\_\_

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

- a. Under what other former name has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

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8. Litigation/Judgments/Settlements/Debarments/Suspensions:  
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

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9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

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11. State the name of the individual(s) and titles who will personally supervise the work:

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12. State the name and address of the attorney, if any, for the business of the Proposer:

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

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14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

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15. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>

16. Do you have a complete set of documents, including drawings and addenda, if applicable?

Yes  No

17. Did you attend the pre-proposal conference if any such conference was held?

Yes  No  No Conference Held

18. Bank References:

<b>Bank</b>	<b>Address/City/State/Zip</b>	<b>Telephone</b>

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

\_\_\_\_\_  
Proposer 's Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT  
PROPOSER'S QUALIFICATION STATEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public of the State of Florida, Personally appeared

\_\_\_\_\_  
And  
*(Name(s) of individual(s) who appeared before notary)*

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp,  
or Type as Commissioned)

- Personally known to me, or
- Produced identification

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that \_\_\_\_\_

\_\_\_\_\_ does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
  
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this proposal, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RTQ No. 01-11-23-11 for Construction Management Services.
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing) this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.  
**(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)**
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.



\_\_\_\_\_  
Proposer's Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of : \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

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



**SCRUTINIZED COMPANIES  
CERTIFICATION PURSUANT TO  
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does  
not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**E-VERIFY FORM**

Project Name:	Construction Management Services
Project No.:	RTQ No. 01-11-23-11

ACKNOWLEDGEMENT	<p><b>Definitions:</b></p> <p>“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.</p> <p>“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.</p> <p>Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required 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:</p> <p>(a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and</p> <p>(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; and</p> <p>Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor 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 attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.</p>
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COMPANY CONTACT INFORMATION	Company Name:
	Authorized Signature:
	Print Name:
	Title
	Date:
	Phone:
	Email:
Website:	