

PART 1 – General Information

1.1 Definition - Request for Qualifications (RFQ)

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

1.2 Introduction

The City of Coconut Creek is seeking to establish a pool of a maximum of ten (10) qualified Consultants, from a wide range of disciplines, to provide General Professional Engineering Services for various City projects. Also, Consultant will participate in public meetings and presentations necessary to accomplish the scope of work.

Interested firms are requested to provide the City with statements of qualifications, performance data, and any other information relative to the experience, expertise, and proficiency of the Proposer to provide General Professional Engineering Services to the City of Coconut Creek.

Respondents to this RFQ shall be licensed to practice engineering 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 Consultants.

The selected Consultants must agree to abide by and be governed by all Federal, State, County and City laws, rules, and regulations, some of which may have a bearing on the services involved in any 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. The City shall not be responsible for oral interpretations given by any City employee or its representative.

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

City of Coconut Creek – Purchasing and Contracts Division
 Attn: Asha Benjamin, Purchasing Analyst
 4800 West Copans Road
 Coconut Creek, Florida 33063
 Fax: (954) 973-6754
 Email: abenjamin@coconutcreek.net

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

1.4 Schedule of Events

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

Event	Date
RFQ Available	03/01/20
Non-Mandatory Pre-Proposal Meeting	None
Last Date of Receipt of Questions	03/16/20
Addendum Release (if required)	03/18/20
Proposals Due (2:00 p.m. EST)	03/25/20
Proposal Review for Compliance	03/26/20 – 04/02/20
Selection Committee Review/Short List Completed	04/06/20 – 04/09/20
Oral Presentations to Selection Committee (if determined necessary)	04/13/20 – 04/23/20
Negotiations Complete/Finalize Documents	04/13/20 – 04/23/20
Commission Award of Contract	05/28/20

PART 2 – Standard 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 sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to the General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

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.

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), and any non-employees appointed to evaluate or recommend selection in such procurement process regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communications on file with the City Clerk.

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

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract 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, along with all contract-related actions performed during the course of the work from award until closeout of the contract.

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

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

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

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

Professional Services: Services within the scope of the practice of professional engineering, as defined by the laws of the state, or those performed by any professional engineer in connection with his or her professional employment or practice.

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

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

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

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

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

2.4 Cone of Silence

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

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

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or

officer of a potential vendor, or Consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 2.4.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.
- 2.4.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.
- 2.4.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:
- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
 - (b) Communicating with the City Commission during any duly noticed public meeting;
 - (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
 - (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

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

2.5 Public Records

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 three (3) 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.

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 Statute. 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 Statute, 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.**

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

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 Purchasing Analyst to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Analyst in response to such questions will be issued on official addendum.

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 Purchasing and Contracts 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 proposals will not be accepted.
- 2.7.4 Each Consultant for services further represents that the Consultant has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.

- 2.7.5 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 The submittal of a proposal by a Consultant will be considered by the City as constituting an offer by the Consultant to perform the required services at the stated prices.
- 2.7.8 All proposals received from Consultants in response to this Request for Qualifications will become the property of City and will not be returned to the Consultants. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.7.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Consultants are "responsible and responsive".

2.8 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 waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

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

2.12 Legal Requirements

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

2.13 Assignment

Neither party to the Contract shall assign the Contract or subcontract as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due to him or her, without the previous written consent of the Contract Administrator.

2.14 Venue

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

2.15 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) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because 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.

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 Section 287.135 and 215.473

Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2.21 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 re-procurement 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 condition(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.

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 General Engineering Services for various City projects

Awarded Consultants shall provide General Engineering Services for projects in which the estimated construction cost for each individual project under the Agreement does not exceed \$2 million, or for study

activity if the fee for professional services for each individual study does not exceed \$200,000.00, or for work of a specified nature as outlined in the Agreement required by the agency, and as prescribed in Florida Statutes, Chapter 287, Section 287.055(g) as may be amended from time to time. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Awarded Consultants 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 Engineering. 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 Work

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

<ul style="list-style-type: none"> ▪ Building Design ▪ Civil Engineering ▪ Codes ▪ Construction Management/Administration/Engineering Inspection (CEI) ▪ Cost Benefit Analysis ▪ Cost Estimates ▪ Electrical/Instrumentation ▪ Environmental Engineering ▪ General Engineering ▪ Geotechnical Engineering ▪ Landscape Architecture and Irrigation Design ▪ Land Surveying and Mapping ▪ Mechanical / Electrical / Plumbing (MEP) Engineering ▪ New Construction and Renovations 	<ul style="list-style-type: none"> ▪ Planning Services ▪ Process evaluation ▪ Reclaimed water ▪ Retrofits ▪ Standards and ordinances ▪ Storm Water ▪ Streets/Roads ▪ Structural ▪ Traffic/Transportation Engineering and Studies ▪ Utilities ▪ Wastewater ▪ Water
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3.4.2. The selected Consultants may be required to investigate, analyze, evaluate, report, coordinate, prepare plans, specifications and contract documents, bid/award and evaluation and services during construction, perform construction engineering services, etcetera for any of the aforementioned disciplines, related matters, as well as any other engineering 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. The selected Consultant(s) shall provide certified testing lab services as necessary to fulfill the requirements of certain regulatory agencies and related soil analysis.

3.4.3 The selected Consultants 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.

- 3.4.4. The selected Consultants 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 engineering services may 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. Professional engineering services could include, but not be necessarily limited to, approved capital improvement projects as outlined in the City's budget.

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 work 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:

- ❖ Type of organization (i.e. individual, partnership, corporation, joint venture, etc.) and year established.
- ❖ Principals of firm and core values.
- ❖ Person in charge of this project and diagram of proposed organizational structure.
- ❖ 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 Work that the responsible offices, or employees, have completed within the last five (5) years. The list must include:

- A brief description of the project.
- Total final cost of the project.
- Owner of the project.
- The name and telephone number of a contact person.
- 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:

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

4.2 Confidential and/or Proprietary Information

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

4.3 Proposals Received from Consultants

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

4.4 Modification and Withdrawal of Proposals

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

submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

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

4.4.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing and Contracts Division Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

4.5 Insurance Requirements

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:

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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 – Purchasing and Contracts 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 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.

4.5.5 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.

4.6 Warranties

- 4.6.1 Successful Consultant warrants to City that is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.
- 4.6.2 All warranties made by Successful Consultant together with service warranties and guarantees shall run to City and the successors and assigns of City.

PART 5 – SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSAL

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

- a) Completed Standard Form 330 (Part 1 and Part 2) Architecture-Engineer Qualifications
- b) Certificate of Insurance
- c) Copies of Current Licenses, Certifications, and Business Tax Receipts
- d) Consultant's Qualification Statement
- e) Acknowledgement of Consultant's Qualification Statement
- f) Indemnification Clause
- g) Non-Collusive Affidavit
- h) Non-Collusive Affidavit Acknowledgement
- i) Drug-Free Workplace Form
- j) Sworn Statement on Public Entity Crimes

- k) Sworn Statement on Public Entity Crimes Acknowledgement
- l) Scrutinized Companies Certification Pursuant to Florida Statute § 215.4725 and § 215.473
- m) Exhibit "A" - List of Disciplines

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 Engineering 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 Contract 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 the Selection Committee may short list firms to a maximum of ten (10) 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 Purchasing 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, waive any irregularities and solicit and re-advertise for other qualifications.

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 beginning on or 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. 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 Purchasing Administrator. 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 – VISA CREDIT CARD – PAYMENT METHOD

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

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

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