

## **PART 1 – General Information**

### **1.1 Definition - Request for Qualifications (RFQ)**

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

### **1.2 Introduction**

The City of Coconut Creek is soliciting Statements of Qualifications from qualified firms that have the capacity, either in-house or through the assembly of a qualified team, to provide all the services required herein and shall have prior verifiable experience providing architectural design and construction administration services as the primary Consultant on a minimum of three (3) newly constructed fire station projects to provide the City with a packet on qualifications and experience. Also, Consultant will participate in public meetings and presentations necessary to accomplish the scope of work.

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

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

It is the City's intention to:

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

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

### **1.3 Point of Contact**

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

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

City of Coconut Creek – Procurement Division  
Attn: Linda Jeethan, Procurement Manager  
4800 West Copans Road  
Coconut Creek, Florida 33063  
Fax: (954) 973-6754  
Email: ljeethan@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  | Sunday, 12/15/2024    |
| Non-Mandatory Pre-Proposal Meeting                             | NA                    |
| Last Date of Receipt of Questions (5:00 p.m. EST)              | Wednesday, 1/08/2025  |
| Addendum Release (if required)                                 | Wednesday, 1/15/2025  |
| Proposals Due (11:00 a.m. EST)                                 | Wednesday, 1/22/2025  |
| Proposal Review for Compliance                                 | 1/22/2025 – 1/30/2025 |
| Selection Committee Review/Short List Completed                | 2/03/2025 – 2/14/2025 |
| Presentations to Selection Committee (if determined necessary) | 2/24/2025 – 2/27/2025 |
| Negotiations Complete/Finalize Documents                       | 3/03/2025 – 3/13/2025 |
| Commission Award of Contract                                   | Thursday, 4/10/2025   |

**PART 2 – General Terms and Conditions**

**2.1 General Terms and Conditions**

These General Terms and Conditions apply to offers made to the City of Coconut Creek by all prospective Proposers. Any and all special conditions in this RFQ or any 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 Manager), 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 architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

**Proposal:** An offer made by one party to another as a basis for negotiations for entering into a contract. A proposal received in response to an 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 Bids (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, 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](mailto: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 reflects omissions, Consultant shall submit a written request directed to the Procurement Manager to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Procurement Manager 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 Procurement Division only and no alteration of any kind has been made to the solicitation.
- 2.7.3 All blanks on the proposal form(s) must be completed and notarized, if applicable. Names must be typed or printed below the signature. Facsimile 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 and Sub-Letting**

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

**2.14 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 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, or gender identity or expression.

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.

Company understands and agrees that pursuant to Sections 287.135 and 287.473, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City

## **2.21 Trade Secret**

Any material submitted to City that Contractor or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to City for records designated by Contractor, or Consultant as Trade Secret Materials, City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor, or Consultant, as applicable. Contractor or Consultant shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

## **2.22 Default**

### **Termination for Cause: Immediate**

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

### **Termination for Cause: Time to Correct**

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

in which case the Consultant shall be liable for any and all damages arising from the default and breach of the contract.

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

Upon thirty (30) calendar days written notice to the Consultant as provided in section 8, "Notice," above, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall discontinue all work on the appointed last day of service.

### **2.23 Dispute Resolution Process**

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

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

Pursuant to Section 287.137, Florida Statutes, effective July 1, 2021 a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply

on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. A finding that a person or affiliate was on the antitrust violator vendor list prior to entering this Agreement will be cause to terminate this Agreement at the option of the City.

## **PART 3 – Statement of Work**

### **3.1 Scope of Services**

This project involves the creation of construction ready plans for a new Fire Station #113/Fire Administration building with a data center on a vacant heavily vegetated city owned parcel of land located within the City's "Mainstreet" development area. It is anticipated that the proposed fire station/administration building will be a two (2)-story building with four (4) apparatus bays and be approximately 25,000+/- square feet in size. The building and site plan shall minimize the width of the property required to maximize the remaining land available for future needs. The building shall be constructed to provide Hurricane Category 5 wind protection and shall achieve the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Silver Certification or equivalent rating from another sustainability related program. The awarded architect firm will be required to coordinate with the City regarding the building design concept to ensure that it blends with the proposed surrounding "Mainstreet" developments. The intent of the MainStreet District is to provide for the development of a sustainable, mixed-use downtown environment that embodies the uniqueness of Coconut Creek. Fundamental to the district are the development of a pedestrian oriented, mixed-use community organized around substantial, centralized and contiguous recreational open space, compact land development, flexibility in use and design, and sustainable building and planning techniques. The MainStreet Design Standards (MSDS) serve as an overall design and development framework for future projects including but not limited to, open space requirements, "green" building certification requirements, overall buildable area, building heights, setbacks or build-to lines, pedestrian spaces, photometrics, landscaping, etc.

The selected firm shall provide all associated services necessary to bring the project to a successful completion including but not limited to:

- Architectural design including but not limited to site planning and design; zoning; building programming, plans and elevations; renderings; interior design; written specifications; construction cost estimating; and preparation of signed and sealed construction documents.
- All necessary civil, electrical, mechanical, plumbing, structural and value engineering design and inspection services.
- Landscape architecture including all landscaping and irrigation.
- Plans shall be submitted to the City for review at the following milestones: 30%, 60%, 90% and 100%. Cost estimates will be provided to the City at 30% and 90%.
- Permitting services including but not limited to the South Florida Water Management District, Broward County Health Department, Broward County Environmental Protection Department, and the City's Building and Engineering Departments including but not limited to completion of permit applications/forms, addressing comments, and updating plans and specifications as necessary.
- Bid Services to include attendance at a pre-bid meeting, addressing requests for information, and issuing addenda as necessary.
- Attendance at all required meetings including but not limited to, community outreach meetings, Planning and Zoning Board meetings, and City Commission meetings and workshops as necessary.

- LEED administration services necessary to achieve LEED Silver Certification to include but not be limited to preparation and submittal of applications, registration, development of LEED related specifications, record keeping, moderation and coordination of meetings, tracking of credits, review of Contractor submittals, assembly and submittal of LEED documentation, LEED commissioning, energy modeling, and coordination of appeals for denied credits as necessary.
- Construction administration for the entire duration of the construction phase to include attendance at a pre-construction meeting as well as conducting bi-monthly (twice per month) construction meetings including preparation of meeting agendas and minutes; review, response to and/or approval of requests for information, payment requests, and change order requests; make corrections and adjustments to plans and specifications as necessary; provide civil, mechanical, and structural inspections (including any required special or threshold inspections); review of required product/material submittals, and construction schedules and critical paths; prepare final punch list; review of final as-built drawings.
- Warranty services to include review of warranty documents and site walkthrough eleven (11) months after substantial completion to document any necessary repairs or construction deficiencies that need attention.

***Qualified firms shall have the capacity, either in-house or through the assembly of a qualified team, to provide all the services required herein and shall have prior verifiable experience providing architectural design and construction administration services as the primary Consultant on a minimum of three (3) newly constructed fire station projects.***

### 3.2 Completion Time

The consultant shall provide the City with 100% construction ready plans within eighteen (18) months of the issuance of a Notice to Proceed (NTP). It is anticipated that the construction will require an additional eighteen (18) months to complete once it has been awarded.

## 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.

#### **4.1.4 References**

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

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

#### **4.3 Proposals Received from Consultants**

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



#### 4.4 Modification and Withdrawal of Proposals

- 4.4.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 4.4.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.
- 4.4.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Procurement Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

#### 4.5 Insurance Requirements

If the Consultant is required to go on to City property to perform work or services as a result of contract award, the successful Consultant and/or any and all subconsultants 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 Consultant shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Consultant's insurance is subject to the approval of the City's Risk Manager. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Consultant, by submitting a proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Consultant shall maintain in force at their own expense, insurance as follows:

##### 4.5.1 Workers' Compensation

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

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

##### 4.5.2 General Liability

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



**4.5.3 Automobile Liability**

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

**4.5.4 Professional Liability / Errors and Omissions Coverage**

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

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

**4.5.5 General**

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

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

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

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- 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 Consultant's Proposal response through the eBid System. If Consultant is Successful Consultant, then prior to commencement of Contract, Consultant must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

#### **4.5.6 Insurance Company and Agent**

All insurance policies herein required of the Successful Consultant shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

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

### **4.6 Warranties**

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) Licenses (Including Business Tax Receipt)
- d) Consultant's Qualification Statement
- e) Acknowledgement of Consultant's Qualification Statement
- f) Indemnification Clause
- g) Non-Collusive Affidavit
- h) Drug-Free Workplace Form
- i) Sworn Statement on Public Entity Crimes

## **PART 6 – Evaluation of Submissions**

### **6.1 General**

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

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

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

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

## 6.2 Selection Procedure

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

## 6.3 Evaluation Criteria

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

| Criteria  |
|---|
| 1. Qualifications of the firm and key staff <ul style="list-style-type: none"> <li>Stability of key staff</li> </ul>  |
| 2. Past performance <ul style="list-style-type: none"> <li>Customer satisfaction references</li> <li>Previous experience with governmental agencies</li> </ul>  |
| 3. Ability to meet time and budget requirements   |
| 4. Location of the Firm <ul style="list-style-type: none"> <li>Office in reasonable proximity to Coconut Creek (Tri-County area preferred)</li> </ul>   |
| 5. Experience and Technical Capabilities <ul style="list-style-type: none"> <li>Current and projected workload</li> <li>Firm demonstrates consistency meeting project time and budget constraints</li> <li>Demonstrated minimization of change orders/amendments</li> </ul> |
| 6. Volume of work previously awarded to each firm by the City   |
| 7. Knowledge of and approach to project   |

## 6.4 Contract Award

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

6.4.2 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one

(1) Consultant; however, the City reserves the right to award the contract to two (2) or more Consultants if the City deems it is in its best interest.

- 6.4.3 The Contract will be awarded only to a responsible and responsive Consultant(s) licensed and qualified by experience to do the work specified. The Consultant shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that he/she is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Consultant shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 6.4.4 All Consultants will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Consultant whose proposal shall be deemed by the City Commission to be in the best interest of the City. The Commission's decision shall be final.
- 6.4.5 This signed proposal is considered an offer on the part of the Consultant, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Consultant shall submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies for approval by the City's Risk Manager.

## **6.5 Oral Presentations**

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

## **6.6 Negotiations**

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

## **PART 7 – Payment Method**

### **7.1 VISA PURCHASING CARD**

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

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

response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

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

## **7.2 EFT**

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

## **7.3 PAPER CHECK**

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