



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

REQUEST FOR QUALIFICATIONS AND GENERAL CONDITIONS FOR

RFQ 2016-081C

**Architectural Consulting Services: Delray Beach Railway Station
Project No. 16-080**

MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER

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- SHELLY PETROLIA
- AL JACQUET
- JORDANA JARJURA
- MITCH KATZ
- DONALD B. COOPER

Purchasing Department ♦ (561) 243-7161 ♦ purchasing@mydelraybeach.com

CITY OF DELRAY BEACH

RFQ 2016-081C

Architectural Consulting Services: Delray Beach Railway Station

Project No. 16-080

Contents

REQUEST FOR QUALIFICATIONS	3
BID SUMMARY	3
PURPOSE:	3
SCOPE OF SERVICES:	3
RFQ DUE DATE:	3
RFQ OPENINGS.....	3
SOLICITATION NOTIFICATION:	3
INFORMATION AND CLARIFICATION:	4
ELECTRONIC RESPONSES:	4
PRESENTATION OF RFQ'S – PAPER SUBMISSION	4
INQUIRIES AND OBJECTIONS CONCERNING THIS RFQ	4
MINOR DEFECT:.....	5
EVALUATION:	5
AWARD:.....	5
SCHEDULE AND DEADLINES FOR SUBMISSION:.....	5
STANDARD GENERAL TERMS AND CONDITIONS	6
SPECIAL TERMS AND CONDITIONS	15
1. THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS:	15
2. LIMITATIONS ON COMMUNICATIONS - CONE OF SILENCE	15
3. OFFICE OF THE INSPECTOR GENERAL:	16
4. CONFLICT OF INTEREST:.....	16
5. BID PROTEST: PROTEST OF AWARD / PROTEST BOND:.....	16
6. ANTI - COLLUSION.....	17
7. CITY POLICIES:.....	17
8. ANTI-DISCRIMINATION:.....	17
9. EXAMINATION OF CONTRACT DOCUMENTS:	17
10. INTERPRETATIONS AND ADDENDA:	17
11. THE SUBMITTAL PACKAGE:	17
12. NO ORAL INTERPRETATIONS OF RFQ:	18
13. REVIEWING THE RFQ AND ADDENDA:.....	18
14. REQUIRED INFORMATION.....	19

15.	LIMITATIONS ON PROPOSER’S RIGHTS:.....	19
16.	MISTAKES:.....	19
17.	LIMITED OR CONDITIONAL PROPOSALS:	19
18.	CONFLICTS OF INTEREST:	19
19.	LEGAL REQUIREMENTS:.....	19
20.	PUBLIC ENTITY CRIMES:.....	20
21.	DRUG-FREE WORKPLACE:.....	20
22.	FUNDING IS CONTINGENT:.....	20
23.	LITIGATION CONCERNING THE RFQ AND AGREEMENT:.....	20
24.	ADVERTISING:.....	20
25.	PUBLIC RECORDS:	20
26.	EVALUATION AND SCORING:.....	20
27.	AWARD OF CONTRACT:.....	22
28.	SIGNING OF AGREEMENT:.....	22
29.	INSURANCE:.....	22
30.	LOCAL PREFERENCE:	23
	SPECIFICATIONS	24
1.	Design and Engineering Services:	24
2.	Grant Writing Services:.....	24
3.	Bidding Services:.....	25
4.	Construction Adm. Services:.....	25
	CONSULTANT CHECKLIST – EXHIBIT A	26
	EXHIBIT B	28
	ACKNOWLEDGEMENT OF BUSINESS TYPE AND INSURANCE	28
	Public Entity Crimes (Form 5)	29
	Drug-Free Workplace(Form 6).....	30
	Conflict of Interest Disclosure Form (Form 7).....	31
	Acknowledgment of Addenda (Form 8)	32



CITY OF DELRAY BEACH

TEL: (561) 243-7161

FAX: (561) 243-7166

PURCHASING DEPARTMENT REQUEST FOR QUALIFICATIONS

RFQ No. 2016-081C

Architectural Consulting Services: Delray Beach Railway Station

Project No. 16-080

SUMMARY

PURPOSE: Pursuant to Florida Statutes Section 287.055, the City of Delray Beach, FL is accepting submissions of qualifications from qualified companies to provide professional Architectural Consulting Services subject to the requirements of the Consultants' Competitive Negotiation Act (CCNA). Florida law requires the City of Delray Beach to make a determination of a consultant's qualification to perform such services prior to their employment. The information submitted in response to this Request for Qualifications (RFQ) will be used by the City to make this determination. **This is a request for qualifications only, there are no cost proposals involved at this time.**

SCOPE OF SERVICES: To provide consulting services for professional architectural design, engineering, and construction administration professional services to assist in the rehabilitation of Delray Beach Railroad Station with associated Site Improvements. The City desires to select a Professional Architectural firm to perform Restoration and Rehabilitation Services to a Nationally and Locally Designated Historic Building; The Delray Beach Railroad Station as well as On and Off-site Improvements to the Site (Project #16-080). The Delray Beach Railroad Station was constructed in 1927 and added to the U.S. National Register of Historic Places on September 4, 1986. This project is located near Lake Ida Road on Depot Avenue (Exhibit C).

RFQ DUE DATE: April 19, 2016 at 2:00 PM at which time all submissions will be publicly opened and read. All responses shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1ST Avenue, Delray Beach, Florida 33444. All sealed responses must be received on or before the due date and time (local time). Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

One original and six (6) copies and 1 copy in CD format of the RFQ must be received in the office of the Purchasing Department, City Hall, 100 NW 1ST Avenue, Delray Beach, FL 33444, no later than by **2:00 P.M. EST on April 19, 2016**, at which time a list of respondents will be made public.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

RFQ OPENINGS: All submissions will be read at the City's scheduled RFQ opening for the designated project. All submissions will be publicly opened at City Hall and all submitter's and the general public are invited and encouraged to attend.

SOLICITATION NOTIFICATION:

The City of Delray Beach (City) utilizes the following procedures for notification of solicitation opportunities:

Bidsync – www.bidsync.com

Request via email purchasing@mydelraybeach.com

City of Delray Beach – Hard copies are available at City Hall

2016-081C – Delray Beach Railroad Station

The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting submissions, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BidSync. Offerors are strongly encouraged to read the various vendor guides and tutorials available in BidSync well in advance of their intention to submit to ensure familiarity with the use of BidSync. The City shall not be responsible for a Respondent's inability to submit by the end date and time for any reason, including issues arising from the use of BidSync.

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the Respondent's responsibility to verify the validity of all RFQ information received by sources other than those listed.

INFORMATION AND CLARIFICATION:

For additional information concerning this RFQ, technical specifications, etc., use the question/answer feature provided by Bidsync. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or Submission procedures will only be transmitted via written addendum. No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials and labor required.

ELECTRONIC RESPONSES:

Electronic responses are not accepted for this RFQ.

PRESENTATION OF RFQ'S – PAPER SUBMISSION: Complete submission packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, RFQ number, RFQ title, due date and time must be noted on the envelope. It is the sole responsibility of the submitter to utilize the forms provided in the RFQ package and to ensure their RFQ reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be ONE (1) unbound original, SIX (6) copies of all submission forms, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

LATE RESPONSES – PAPER SUBMISSION: Responses received in the Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

INQUIRIES AND OBJECTIONS CONCERNING THIS RFQ:

All Respondents shall carefully examine this document, including the forms and the Agreement. If a Respondent discovers any ambiguities or inconsistencies in any aspect of this RFQ the submitter shall immediately notify the City's Chief Purchasing Officer.

Questions and objections concerning this RFQ may be delivered to the City by mail, e-mail, or fax, but all such submittals shall be in writing and addressed to:

City of Delray Beach
Purchasing Department
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Facsimile: (561) 243-7166
E-mail: purchasing@mydelraybeach.com

The number of this RFQ packet must appear on all correspondence, or inquiries, pertaining to this RFQ.

No later than **April 11, 2016 at 5:00 PM** each Respondent shall deliver to the City all of the Respondent's (a) questions concerning the intent, meaning and interpretation of this RFQ, including the Agreement and (b) objections to the terms of this RFQ, including the Agreement. Each Proposer shall be deemed to have waived all questions and objections that are not submitted to the City in compliance with this Section.

Questions and objections concerning this RFQ may be delivered to the City by mail, e-mail, or fax, but all such submittals shall be in writing and addressed to address, facsimile or email address listed above.

MINOR DEFECT: The City reserves the right to waive any minor defect, irregularity, or informality in any response. The City may also reject any or all responses without cause prior to award.

EVALUATION: Responses will be evaluated as outlined in the solicitation document.

AWARD: The City of Delray Beach reserves the right to accept any submittal or combination of submittals which, in the City's judgment will best serve the City's interest, reject any and all submittals, to waive any and all informalities and/or irregularities, and to negotiate terms with the successful Consultant, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional responses. The City reserves the right to reject any or all responses, or any part of any response, to waive any informality in any response, and to award the contract in the best interest of the City.

SCHEDULE AND DEADLINES FOR SUBMISSION: A summary schedule of the major activities associated with this RFQ is presented in Table 1, below. The City, at its sole discretion, may modify the schedule as the City deems appropriate. The City will provide notification of any changes to the schedule by issuing written addenda.

Table 1

ACTIVITY	DATE
Issue RFQ	March 28, 2016
Deadline for Delivery of Written Questions and Objections	April 11, 2016
Deadline for Delivery of Proposals	April 19, 2016
Institute Cone of Silence	April 19, 2016
City Commission Approval and award of Contract	TBD

CITY OF DELRAY BEACH, FL STANDARD GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Delray Beach Purchasing Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change within the contract itself or in the Invitation to Bid (ITB), Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement or any other similar document. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ) and Request for Proposal (RFP) are interchangeable.

PART I CONDITIONS:

- 1.1 PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, 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 on 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 a proposal 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 Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

SCRUTINIZED COMPANIES: This Section applies to any contract for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Florida Statutes 287.135,. The City may terminate a contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

- 1.2 DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
- 1.3 LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.
- 1.4 COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
- 1.5 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this solicitation.
- 1.6 PUBLIC RECORDS:** Proposer shall comply with all public records laws in accordance with Florida Statutes, Chapter 119. In accordance with state law, Proposer agrees to:
- (a) Keep and maintain all records that ordinarily and necessarily would be required by the City.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Florida Statutes, Chapter 119. 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Proposer at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Proposer.
 - (e) If Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state

law.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold

harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFQ AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFQ OR ANY PART THEREOF AS COPYRIGHTED.

- 1.7 **INSPECTOR GENERAL:** Proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and contracts, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.
- 1.8 **CONE OF SILENCE:** Proposers are advised that a Cone of Silence is in effect at the time of submission. The Cone of Silence prohibits any communications, except written correspondence, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract or Bid, or any member of the Selection Committee. The Cone of Silence will commence and take effect at the deadline for submitting bids. Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances."
- 1.9 **LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive proposer.
- 1.10 **LITIGATION VENUE:** The Proposers waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 1.11 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.1 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

PROPOSAL – a proposal received in response to an RFQ/RFP.

PROPOSER – Person or firm submitting a Proposal.

RESPONDENT – A person whose response conforms in all material respects to the terms and conditions included in the RFQ

RESPONSIBLE RESPONDENT – A person who has the capability in all respects to perform in full the contract requirements, as stated in the RFQ, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFQ, whose Response is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFQ.

PROPOSER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two 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.

CONSULTANT – Successful Respondent or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Respondent; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this solicitation that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.1 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Bids will be publicly opened in the Purchasing Department Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.2 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.3 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.4 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.5 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information,

in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.6 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Purchasing Department immediately. Such notification must be received by the Purchasing Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to the deadline for questions. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.7 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.8 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.9 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.10 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Delray Beach encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.11 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.12 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.13 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.14 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics and all other applicable rules and regulations relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.15 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any

or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.16 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.17 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PURCHASING OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE CHIEF PURCHASING OFFICER WITHIN THREE BUSINESS (3) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED.**

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond (cashier's check) to the City in the amount of fifteen thousand dollars (\$15,000.). If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

PART IV BONDS AND INSURANCE

- 4.1 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Delray Beach, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of an Agreement by the Contractor.

- 4.2 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. 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. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.1 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.2 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 5.3 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Delray Beach purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 5.4 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 5.5 **TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.
- 5.6 **PAYABLE INTEREST:** *Payment of Interest.* The City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Bidder waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to the bid. *Rate of Interest.* In any instance where the prohibition or limitations herein are determined to be invalid or unenforceable, the annual rate of interest payable by the City, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).
- 5.7 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 5.8 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 5.9 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid

conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 5.10 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Proposer until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.11 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Florida Statutes, Chapter 442. Any toxic substance listed in Section 38F- 41.03 of the Florida Administrative Code delivered as a result of any order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.12 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.13 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.14 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.15 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.16 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon fifteen days written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.17 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel this agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.18 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.19 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract for the duration of the contract and for three years after the final payment, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later. The Contractor agrees to make available to the City or designee, during normal business hours all books of account, reports and records relating to any agreement as a result of this bid.
- 5.20 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary

permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.22 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.23 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.24 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.25 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City which consent may be withheld for any reason. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

SPECIAL TERMS AND CONDITIONS

1. THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS:

The City reserves its exclusive right to:

- a) reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ
- b) reject any and all non-responsive proposals;
- c) waive minor irregularities in any proposal;
- d) issue addenda or otherwise revise the requirements in this RFQ
- e) reject all proposals, with or without cause;
- f) issue requests for new proposals;
- g) and cancel this RFQ.

The City shall decide, in its sole discretion, whether to reject a proposal as non-responsive. Among other things, a Proposal may be found to be non-responsive if the Proposer: failed to provide the information requested in the RFQ; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if: the Proposer misstates or conceals any material fact in their proposal; the proposal does not conform to the requirements of Applicable Law; the proposal is subject to conditions or qualifications; a change occurs that makes this RFQ unnecessary for the City; any Person submits more than one proposal under the same or different names; a Proposer fails to perform satisfactorily or meet its financial obligations on previous contracts; the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work if this RFQ is re-advertised.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If a Proposer is involved in more than one proposal for the same work, the City may reject all proposals in which such Proposer is believed to be involved.

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved. Any and all compromised proposals will be rejected if there is reason to believe that collusion exists between Proposers.

2. LIMITATIONS ON COMMUNICATIONS - CONE OF SILENCE:

Submitter's are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence prohibits any communications, except written correspondence, regarding this RFQ, between the Submitters or any Person representing the Submitters, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this RFQ, or any member of the Selection Committee. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Table 1 herein. All written correspondence with the City must be directed to the Chief Purchasing

Officer, who is the only Person authorized to receive such documents. Section 36.13 of the City Code provides “[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances.”

3. OFFICE OF THE INSPECTOR GENERAL:

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed city contracts, transactions, accounts and records. The City has entered into an Inter-local Agreement for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to the Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. CONFLICT OF INTEREST:

Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

- A. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its branches.

5. BID PROTEST: PROTEST OF AWARD / PROTEST BOND: Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

Note: Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond (cashier's check) to the City in the amount of fifteen thousand dollars (\$15,000.). If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:
City of Delray Beach
Chief Purchasing Officer
100 NW 1st Ave
Delray Beach, FL 33444

6. ANTI - COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

7. CITY POLICIES:

Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.

8. ANTI-DISCRIMINATION:

The City is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination. The Successful Submitter will be prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

9. EXAMINATION OF CONTRACT DOCUMENTS:

Submitter shall be familiar with and fully comply with all federal, state and local laws, ordinances, rules and regulations that in any way affect the cost, progress or performance of the Work. Failure to familiarize himself with applicable laws, ordinances, rules and regulations will in no way relieve submitter from the responsibility included in the applicable laws. Submitter is solely responsible for compliance with all federal, state and local laws, ordinances, rules, regulations and applicable building codes.

10. INTERPRETATIONS AND ADDENDA:

All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing. Interpretations or clarifications considered necessary in response to such questions will be issued by addenda and posted on BidSync and posted in the lobby of City Hall. Questions received after date stated in summary of RFQ may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the RFQ Documents as deemed necessary by the CITY.

The Submitter shall carefully study and compare the RFQ Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the RFQ is submitted, shall examine the site and local conditions, and shall at once report to the CITY and Purchasing errors, inconsistencies for ambiguities discovered.

11. THE SUBMITTAL PACKAGE:

The RFQ is designed to provide the necessary information about your firm. Each submittal must include the attached check list labeled "Exhibit A". This check list must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear **after** the required materials and tabbed "Additional RFQ Information", or under separate cover. While additional information may be submitted, it will not be reviewed or

included in the rating process. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Cover Letter (Please address firm's resources, personnel availability and commitment in cover letter.)
2. Check List (Exhibit A)
3. Firm/Team Organization Chart and Acknowledgement Of Business Type And Insurance (Exhibit B)
4. SF 330 Forms
5. Firm's approach to staffing and Project Management
6. Required Forms

Responses to this RFQ must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" shall be provided.

Table 2

Chapter 1	Letter of Intent and Form 1 (Submittal Signature Page)
Chapter 2	Consultant Checklist (Exhibit A)
Chapter 3	Acknowledgement of Business Type/Insurance (Exhibit B)
Chapter 4	SF 330 Forms
Chapter 5	Firms approach to Staffing and Project Management
Chapter 6	Forms 5, 6, 7, 8

The submittal package must be organized in the format as indicated in table 2.

12. NO ORAL INTERPRETATIONS OF RFQ:

No Person is authorized to give oral interpretations of, or make oral changes to, this RFQ. Therefore, oral statements about the RFQ by the City's representatives will not be binding on the City and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. A Proposer can only rely upon those interpretations of, or changes to, this RFQ that are issued by the City in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the City, its agents, or employees.

13. REVIEWING THE RFQ AND ADDENDA:

Each Proposer should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the Proposer to ensure that he or she has received all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format.

If revisions to this RFQ become necessary, the City will issue written addenda. All addenda must be acknowledged by each Respondent. A response may be rejected as non-responsive if the Respondent fails to submit an "Acknowledgement of Addendum" form with its proposal (see **Forms** Section of the RFQ).

Each Respondent should review documents via Bidsync prior to the deadline for submitting proposals to determine whether any addenda have been issued. No addendum will be issued

less than five (5) calendar days before the date for submitting proposals, except an addendum withdrawing the RFQ or postponing the deadline for the submittal of proposals.

14. REQUIRED INFORMATION:

The specific requirements for preparing a proposal are set forth in this RFQ. By submitting an offer of qualifications, the Respondent agrees to be subject to all of the terms and conditions specified herein.

The City RFQ packets contain various sections requiring completion. The RFQ forms must be completed and included with the RFQ packet or the respondent may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after RFQ opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

15. LIMITATIONS ON PROPOSER'S RIGHTS:

By submitting a proposal, each Proposer acknowledges and agrees that the submittal of a proposal constitutes a binding offer by the Proposer and the offer shall not be withdrawn for at least ninety (90) days after the proposal is delivered to the City. Further, by submitting a proposal, each Proposer acknowledges and agrees that: (a) no enforceable contract will arise between the City and the Proposer unless the City signs the Agreement with the Proposer; (b) no action will lie against the City to compel the City to execute the Agreement or any other contract at any time; (c) the City is not obligated to award its Agreement to the Proposer that offers the lowest prices to the City; (d) the City shall be the sole judge of the procedure used to select the best proposal, and the determination of which proposal is most advantageous to or in the best interests of the City; and (e) each Proposer waives any and all claims it may have to damages, lost profits, costs, expenses, attorneys' fees, or other injuries if the City decides it will not sign the Agreement with the Proposer.

16. MISTAKES:

Submitter's are expected to carefully examine the specifications in this RFQ. **FAILURE TO DO SO WILL BE AT SUBMITTER'S RISK.** Paper offers having erasures or corrections must be initialed in blue ink by the submitter. Failure to do so may result in the rejection of the proposal.

17. LIMITED OR CONDITIONAL PROPOSALS:

The City will not accept additional terms or conditions that a Submitter includes with its submission. A Submitter shall not attempt to limit, restrict, or qualify its proposal. A Submitter's adjustments, changes to, or deviations from the RFQ will not be accepted by the City. Any and all such terms, conditions, limitations, and qualifications shall have no force and effect.

18. CONFLICTS OF INTEREST:

Each Submitter must disclose the name of any officer, director, agent, or employee of the Submitter, or any relative of an officer, director, agent, or employee of the Submitter that is also an employee of the City.

Further, all Submitter's must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Submitter's firm or any of its subsidiaries or affiliates. No Submitter may own or have a financial interest in more than ten percent (10%) of any other Submitter, regardless of whether such ownership is direct or through a parent, subsidiary or holding company or any other business entity.

19. LEGAL REQUIREMENTS:

Each Submitter must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. The Submitter's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any Applicable Law, the Proposer shall promptly report it to the City's Chief Purchasing Officer.

20. PUBLIC ENTITY CRIMES:

Pursuant to F.S. 287.133, as amended, 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 on 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 a proposal 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 for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

21. DRUG-FREE WORKPLACE:

Each Submitter must certify that it has a Drug-Free Workplace ("DFW") program. Each vendor must complete and submit the attached DFW form (Form 6) with its proposal.

22. FUNDING IS CONTINGENT:

The obligations of the City under this RFQ and the Agreement are subject to the availability of funds lawfully appropriated for such purposes.

23. LITIGATION CONCERNING THE RFQ AND AGREEMENT:

By submitting an offer, the Submitter agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall

24. ADVERTISING:

By submitting an offer, each Submitter agrees not to use the results of said submittal as a part of any advertising or Submitter sponsored publicity without the express prior written approval of the City.

25. PUBLIC RECORDS:

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Public Records Law (Chapter 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If an Submitter contends that part of its proposal is not subject to disclosure, the Submitter shall identify specifically any information contained in the offer that the Submitter considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Submitter shall cite the specific section of the law creating the exemption for such information. The City reserves its right to make all determinations concerning the applicability of the Public Records Law to any documents submitted in response to this RFQ. The City shall have no liability to a Submitter for the public disclosure of any material submitted to the City in response to this RFQ.

26. EVALUATION AND SCORING:

Selection will be in accordance with the Consultant's Competitive Negotiations Act, as amended, Section 287.055, Florida Statutes. The selection process consists of evaluation by the Selection Committee. The City Manager will designate a Selection Committee to review and evaluate the RFQ submissions submitted in response to this RFQ. The review process will be conducted in

two phases. In Phase One, the Purchasing Department shall determine whether each Proposer is responsive. For the purposes of this RFQ, a responsive Proposer means a Person that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. Accordingly, in Phase One, it will be determined whether each Proposer correctly submitted and completed all of the necessary forms, documents, and information.

In Phase Two of the review process, the Selection Committee will determine whether each Proposer is responsible. For the purposes of this RFQ, a responsible Proposer means a Person that has the capacity in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance. In Phase One, each proposal will be evaluated in light of the following criteria:

1. Firm experience with similar projects
2. Firm's personnel qualifications
3. Firm's approach to staffing and project management
4. Firm's resources, personnel availability and commitment

Failure to respond to all the items listed above will result in a lower overall score and may hinder your chances of being selected.

At any time during Phase One and Phase Two, the City may conduct any investigations it deems necessary to evaluate the proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, interview some or all of the Proposers, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a proposal.

At any time during Phase One and Phase Two, the City may reject a proposal if the City concludes the Proposer is not qualified -- i.e., the Proposer does not satisfy the minimum criteria set forth in this RFQ.

During Phase Two, proposals will be evaluated in light of the criteria listed below:

1. Firm experience with similar projects
2. Firm's personnel qualifications
3. Firm's approach to staffing and project management
4. Firm's resources, personnel availability and commitment

At its option, the Selection Committee may allow each Proposer on the short list to make a presentation to the committee. If presentations are allowed, the Selection Committee shall perform a final ranking of short-listed proposers. The final ranking will be performed by the members of the Selection Committee, using the same process that is described above. The Selection Committee will present its recommendation to the City Commission for approval and the award of the contract.

Please note that the Selection Committee and the City Commission may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

Firm experience with similar projects: The firm will be expected to demonstrate its experience with similar projects. Particular attention should be given to projects completed with local government agencies under the Florida Department of Transportation Local Agency Program. This information must be included on SF 330.

Firm's Personnel Qualifications: The firm shall name the actual Consultant Senior Project Engineer assigned to the Project and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on the project. This information must be included on SF 330

Firm's Approach to Staffing: The firm shall provide minimum personnel positions and hours per position. Consultant shall provide minimum square footage for a field office, if a field office is required by the consultant.

Firm's Resources, Personnel Availability and Commitment: The firm shall demonstrate a commitment to completing project on time and within budget. Firm must also demonstrate flexibility to complete projects per client's specifications.

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to:

City of Delray Beach, Purchasing Department
100 N.W. 1st Avenue
Delray Beach, Florida 33444 Facsimile: (561) 243-7166
E-mail: purchasing@mydelraybeach.com

27. AWARD OF CONTRACT:

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the City Commission for the negotiation of the contract.

28. SIGNING OF AGREEMENT:

When CITY gives a Notice of Tentative Award to a successful respondent, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to CITY with the required bonds and insurance certificates. Within thirty days thereafter, the CITY upon final award by the City Commission shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

29. INSURANCE:

The selected Firm shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the City's Risk Management Office. The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance, which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach. The selected Firm must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The selected Firm shall provide insurance coverage as follows:

- Worker's Compensation - The selected Firm shall carry Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws.
- Comprehensive General Liability - The selected Firm shall carry Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00). To include Products/Completion Liability of One Million Dollars (\$1,000,000) or the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

- Professional Liability Insurance with minimum limits per occurrence applicable to CITY projects as indicated in the Agreement for General Consulting Services, Section IX – Miscellaneous Provisions, Paragraph B-4.

30. LOCAL PREFERENCE:

In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder.

SPECIFICATIONS

1. Design and Engineering Services:

- Provide complete engineering and construction plans related to all disciplines: architectural, civil, structural, mechanical, electrical, plumbing, and associated on & off-site improvements.
 - o Interior/Exterior of Building
 - o Site Security
 - o Conformance with Tri-Rail Railroad
 - o Design for Future Tennant Occupations
 - o Entire Exterior Building and Future Uses for the Interior Building
- **All proposed engineering and construction plans shall adhere to and comply with The Secretary of the Interior's Standards for Historic Preservation.** All proposed construction and engineering plans shall comply with the 2016 Building Code or latest edition.
- Meet with the following Boards during the design/engineering phase for approvals and recommendations and make presentations:
 - o Planning and Zoning Board
 - o Site Plan Review Advisory Board (If Necessary)
 - o Parking Management Advisory Board
 - o Historic Preservation Board
 - o City Commission
 - o Community Redevelopment Agency
 - o Caring Kitchen
 - o Additional Boards as Required
- Provide detailed engineering cost estimate for the proposed on-site and off-site work.
- Evaluate neighborhood compatibility and impact in addition to conformance with any other adopted redevelopment plans, regulations or master plans affecting the subject property and surrounding areas.

2. Grant Writing Services:

- On behalf of the City, submit for grants to local, state, and federal governmental agencies to assist in the construction costs associated with the renovations to the historic train station, on-site improvements, and off-site improvements.
- On behalf of the City, submit for grants to private agencies to assist in the construction costs associated with the renovations to the historic train station, on-site improvements, and off-site improvements.
- Investigate the possibilities of the following:
 - o Economic Development
 - o Public Private Partnerships
 - o Marketing and Communication Plans
 - o Business Development and Business Attraction
 - o Finding of Necessity Studies
- **All proposed engineering and construction plans shall adhere to and comply with The Secretary of the Interior's Standards for Historic Preservation.**

3. Bidding Services:

- Provide 100% construction/engineering plans signed and sealed by a professional architect/engineer along with complete specification book for bidding and construction purposes.
- Provide answers to RFI's and addendums during the bid process. Analyze and review the bids, call and investigate references, and recommend award to lowest responsive bidder.
- **All proposed engineering and construction plans shall adhere to and comply with The Secretary of the Interior's Standards for Historic Preservation.**

4. Construction Adm. Services:

- Provide Full Time Resident Project Representation during the construction phase of the project.
- Provide complete project management duties associated with the construction of the project.
- Update and attend meetings with City Staff, Historic Preservation Board, or other Advisory Boards, and City Commission, on project's progress.
- Provide weekly inspection reports.
- Review and recommend pay requests.
- Answer and recommend/disapprove all RFI's.
- Review and approve all shop drawings.
- Certify completion of work and maintain established budget.
- Any other pertinent duties that are required as part of the renovation process.
- All proposed engineering and construction plans shall adhere to and comply with The Secretary of the Interior's Standards for Historic Preservation.

EXHIBIT A CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFQ immediately after the cover letter.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFQ Information"

_____	Cover letter and Form 1 (Submittal Signature Page)
_____	Copy of this Check List (Exhibit A)
_____	Acknowledgement of Business Type and Insurance (Exhibit B)
_____	SF 330 Forms (GSA Form)
_____	Firm's approach to staffing and Project Management
_____	Forms 5, 6, 7, 8

**RFQ Submittal Signature Page
(Form 1)**

By signing this RFQ, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Name and Title(Print or Type)

Date

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE SUBMITTER NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/RFQ THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE SUBMITTER TO THE TERMS OF ITS BID/RFQ.

EXHIBIT B

ACKNOWLEDGEMENT OF BUSINESS TYPE AND INSURANCE

1. SUBMITTING FIRM NAME: _____
2. TYPE OF FIRM: CORPORATION _____ INDIVIDUAL _____ OTHER _____
3. IF CORPORATION, COMPLETE THE FOLLOWING:
 - A. Date Incorporated: _____
 - B. State Incorporated: _____
 - C. Date Authorized in Florida: _____
 - D. President: _____
 - E. Vice President: _____
4. IF PARTNERSHIP, COMPLETE THE FOLLOWING:
 - A. Date organized: _____
 - B. Type: General _____ Limited _____
 - C. Name of Partners _____
5. SECRETARY OF STATE'S CHARTER NUMBER _____
(Attach Copy)
6. FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERING REGISTRATION
NUMBER _____ DATE: _____
(Attach Copy)
7. FEDERAL EMPLOYERS IDENTIFICATION NUMBER _____
8. PROFESSIONAL LIABILITY INSURANCE? YES _____ NO _____
IF YES, ANSWER THE FOLLOWING:
 - A. Policy Number: _____
 - B. Company Name: _____
 - C. Amount: _____
 - D. Expiration Date: _____

**Public Entity Crimes
(Form 5)**

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

Drug-Free Workplace (Form 6)

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State of by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

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

Firm Name

Signature

Name and Title(Print or Type)

Date

Conflict of Interest Disclosure Form (Form 7)

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this proposal.

Acknowledged by:

Firm Name

Signature

Name and Title(Print or Type)

Date

Acknowledgment of Addenda (Form 8)

The Submitter hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFQ. The Proposer acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this bid/RFQ to other Palm Beach, Martin and Broward County Governmental agencies?

☐ Yes

☐ No

BID INFORMATION WAS OBTAINED FROM:

☐ BidSync

☐ Newspaper Ad

☐ City Hall

☐ Other, please spec

Exhibit 'C'

