



The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

REQUEST FOR QUALIFICATIONS

RFQ NO.: 2025-007

Continuing Engineering Consulting Services - Utilities

DUE DATE AND TIME: November 29, 2024 @ 2:00 P.M, (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals **must** be received on or before the due date and time (local time). All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Qualifications (RFQ). RFQ's will be accepted through a secure mailbox at BidNet Direct www.bidnetdirect.com//cityofdelraybeach until the Due Date and Time indicated in this RFQ. BidNet Direct does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic RFQ submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals will require the uploading of forms and/or attachments as designated in this RFQ. Electronic submission **must** include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Proposal non-responsive. Proposals **must** contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) BidNet Direct www.bidnetdirect.com//cityofdelraybeach (b) Purchasing webpage on the City of Delray Beach [website](http://www.cityofdelraybeach.com); and (c) Request via email thompsonc@mydelraybeach.com.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Qualifications package may be incomplete. The City will not evaluate incomplete Proposal packages. BidNet Direct is an independent entity and is not an agent or representative of the City. The

City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites.

CONTACT

Any questions regarding the specifications and Solicitation process **must** be submitted in writing through the “Question” feature on www.bidnetdirect.com//cityofdelraybeach. Requests for clarification and additional information **must** be received prior to the deadline for Submission of Questions on **November 8, 2024 @ 5:00 P.M. (Eastern Time)**.

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**The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444**

LEGAL ADVERTISEMENT

**RFQ NO.: 2025-007
Continuing Engineering Consulting Services - Utilities**

The City of Delray Beach, Florida ("City") is accepting Qualifications submittals from individuals and firms who desire to provide General Engineering Consulting Services for utilities projects as described in the Scope of Work, in accordance with the provisions of Section 287.055 Florida Statutes for Consultants Competitive Negotiation Act (CCNA) and terms, conditions, and specifications contained in this Request for Qualifications. Firms are invited to submit their experiences and qualifications in performing work directly related to the services required.

Request for Qualifications documents are available beginning October 19, 2024, on the Purchasing and Contract Administration Division's webpage of the City of Delray Beach website at:

<https://www.delraybeachfl.gov/government/city-departments/purchasing/current-bids-solicitations>

BidNet at www.bidnetdirect.com//cityofdelraybeach, or by contacting the City Purchasing and Contract Administration Division at thompsonc@mydelraybeach.com or by phone at 561-243-7163.

Proposals will be accepted through a secure mailbox at BidNet Direct www.bidnetdirect.com//cityofdelraybeach until the Deadline for Submission as indicated in this RFQ. **The Due Date and Time for submission of submittals is November 29, 2024@ 2:00 P.M (Eastern Time).** Late Proposals will not be accepted. The City will only accept electronic Proposals for this RFQ.

The City will hold a Non-Mandatory Pre-proposal conference Friday October 25, 2024 **at 11:00 AM** in the City of Delray Beach (City) Soc Training Room – located at 434 S. Swinton Avenue, Delray Beach Fl. 33444. Information regarding the solicitation requirements and the City's solicitation process will be provided during the pre-solicitation conference. Interested parties are encouraged to attend.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

SECTION 1: PROJECT OVERVIEW

- 1.1.** In accordance with the provisions of Florida State Statutes Section 287.055 the City of Delray Beach (City) is accepting submittals from qualified firms in providing professional engineering consultant services for the City's Utilities Department under a continuing services contract, on an as needed basis.
- 1.2.** The Method of Award for this Solicitation will be to the Proposer with the highest ranking or scores with whom the City is able to negotiate an acceptable Agreement. The City will enter negotiations with the firm receiving the highest-ranking Proposal score. Should negotiations fail, then the City will enter negotiations with the next highest-ranking firm.
- 1.3** The City anticipates awarding two (2) firms, one for each category per section 3, for the project listed in this procurement. The Proposers may provide the following services: (1) general engineering services relating to extending the utilities infrastructure based on present and future models of the utilities system; (2) utilities design and permitting of capital projects; (3) project environmental permitting; (4) construction management and inspection services and other general civil, environmental assessments, survey services, and utilities engineering services.

The ancillary services may also include planning marketing, redevelopment, economic analysis, rate analysis and development, grant acquisition, and related services.

- 1.4** The schedule is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	October 19, 2024
b.	Institute Cone of Silence	October 19, 2024
c.	Deadline for Submittal of Questions	November 8, 2025 @ 5:00PM
d.	Due Date and Time (for submittal of Proposals)	November 29, 2024 @ 2:00PM
e.	Technical Evaluations	TBD
f.	Interviews	TBD
g.	Final Evaluations	TBD

- 1.5.** Meeting Locations:
- City Hall Conference Room – located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
 - Soc Training Room – located at 434 S. Swinton Avenue, Delray Beach FL. 33444

END OF SECTION 1

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SECTION 2: SPECIAL TERMS AND CONDITIONS

A. INTRODUCTION AND INFORMATION

1. PURPOSE

The City Utility Department is accepting submittals from individuals or firms for the provision of Engineering Consulting Services to support the ongoing operation of the City of Delray Beach Utilities Department as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal **must** comply with the requirements contained in this RFQ.

Within this RFQ are several Sections. Section 1 describes the Project Overview. Section 2 describes the Special Terms & Conditions that will apply to this RFQ and any resulting Agreement. Section 3 provides the scope of work and Section 4 provides Proposal Response Requirements to be provided by the Successful Proposer and instructions for preparing a proposal in response to this RFQ.

B. TERMS AND CONDITIONS

1. ADDENDA, CHANGES, AND INTERPRETATIONS

Potential Proposers should utilize the question / answer feature provided by BidNet Direct and request modification or clarification of any ambiguity, technical specifications, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes **must** be received prior to the Deadline for Delivery of Questions. Requests received after the Deadline may not be addressed.

The City's response to questions and requests for information will be answered within the question/answer feature provided by BidNet Direct. Additionally, all questions received, and responses given will be provided via an addendum to this Request For Qualification (RFQ) and uploaded to BidNet Direct. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by official written addendum issued by the City and uploaded to BidNet Direct as an addendum to this RFQ.

All addenda are a part of the RFQ solicitation documents, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

2. EVALUATION OF PROPOSALS

The City Manager will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFQ. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Procurement Officer (CPO) or designee **shall** determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. Accordingly, in Phase One, the CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. For the purposes of this RFQ

responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ, Section 2.

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.

In Phase Two, the Selection Committee will evaluate each proposal utilizing the following weighted criteria:

Evaluation Criteria

Criterion	Max Score
Experience, Background, Reference Feedback	30
Projects for Similar Services	25
Approach to Project Management	20
Organizational Structure (capacity, resources, personnel)	25
Total	100

Each Selection Committee member will evaluate, rank and score the proposals for each of the evaluation criteria. The Selection Committee may create a short list of Proposers from the proposals received and may elect to conduct interviews/presentations with the shortlisted firms. If the Selection Committee elects to short-list only those proposals from Proposers that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank Proposals without conducting interviews with Proposers. For this reason, each Proposer **must** ensure that its proposal contains all of the information requested in this RFQ.

If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the City. Consideration will be given for unqualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals.

At any time during the Selection process, the City may conduct 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, 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 the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFQ).

The Selection Committee and/or 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.

3. AWARD

The City reserves the right to accept a Proposal(s) and award Agreements that in its judgment will be in the best interest of the City. The City reserves the right to negotiate agreement terms with the Successful Proposers.

4. THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves its exclusive right to:

- Disregard all non-conforming, non-responsive, unbalanced, or conditional proposals
- Reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ
- Accept the proposal which is the best overall proposal, based on the selection criteria listed
- Reject any and all non-responsive proposals
- Waive minor irregularities in any proposal
- Issue addenda or otherwise revise the requirements in this RFQ
- Reject all proposals, with or without cause
- Issue requests for new proposals
- Cancel this RFQ

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 (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFQ unnecessary for the City; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) 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 in this RFQ if re-advertised.

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.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

5. PROTEST PROCEDURES

As noted above, proposals will be evaluated in at least two phases. If the Proposer is deemed non-responsive or non-responsible during Phase One, the CPO or designee **shall** provide notice to the affected Proposer. The CPO or designee **shall** also post notice on BidNet Direct www.bidnetdirect.com//cityofdelraybeach and the bulletin board located in the lobby of City Hall after the Selection Committee provides a recommendation for award at the conclusion of Phase Two.

Any Proposer that has submitted a response to a Formal Solicitation and is adversely affected by the decision of award may file a formal written protest within three business days from the time of initial posting of the intended award. Notice of Intent to Award shall be posted in BidNet Direct .

Any Proposer filing a protest **shall** submit with its protest a Protest Bond, payable to the City, in the amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000), whichever is less. 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.

6. CHANGES AND ALTERATIONS

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications **shall** not be allowed following the proposal Due Date and Time.

7. PROPOSER'S COSTS

The City **shall** not be liable for any costs incurred by Proposers in responding to this RFQ.

8. INVOICES/PAYMENTS

The City will accept invoices no more frequently than once per month. Each invoice **shall** fully detail the related fees and **shall** specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the City **shall** not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City **shall** negotiate with the Proposer on a payment for the work completed and usable to the City.

9. ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity **shall** be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the

right to reissue an RFQ.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

10. MODIFICATION OF SERVICES

While this Agreement is for services provided to the department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee **shall** be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of an Agreement resulting from this RFQ, the Successful Proposer **shall** be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services and **shall** provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to, that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the City, the City reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

11. NON EXCLUSIVE CONTRACT

Proposer agrees and understands that the Agreement **shall** not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another supplier at the City's sole option.

12. CONTRACT AGREEMENT

By submitting a proposal, the Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments and sample Agreement.

The Successful Proposer will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The Agreement will incorporate the successful Proposer's Proposal and any subsequent information requested from the Successful Proposer by the City during the evaluation process.

The City will transmit the Agreement to the recommended Proposer for execution. Proposer agrees to deliver two duly executed copies of the Agreement to the City within five (5) calendar days of receipt.

13. SUBCONTRACTORS

If the Proposer proposes to use subcontractors in the course of providing services to the City, this information **shall** be a part of the proposal. Such information **shall** be subject to review, acceptance and approval of the City, prior to any award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

Proposer **shall** ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer **shall** be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer **shall** defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City.

Successful Proposer **shall** require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Successful Proposer.

14. INSURANCE REQUIREMENTS

The Successful Proposer **shall** not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Manager or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating A- VII 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 ten (10) 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 Proposer **must** submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate, no later than ten (10) days after award and prior to commencement of any work. New certificates of insurance are to be provided to the City upon expiration. All renewal or replacement certificates of insurance **shall** be forwarded to the City's Purchasing Division located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

The selected Proposer **shall** provide insurance coverage as follows:

A. WORKERS COMPENSATION – With statutory limits, the City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

B. COMMERCIAL GENERAL LIABILITY: With limits of not less than One Million Dollars (\$1,000,000)

per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Commercial General Liability insurance policy **must** include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy **must** include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage **shall** include coverage that has the Employee and Contractual Exclusions removed.

C. AUTOMOBILE LIABILITY: Covering all vehicles associated with Proposer's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than One Million Dollars (\$1,000,000) combined single limit per each occurrence.

D. PROFESSIONAL LIABILITY ("Errors & Omissions"): With limits of not less than one Million Dollars (\$1,000,000) per occurrence.

The selected Proposer **must** submit, no later than (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

15. AWARD OF AGREEMENT

An Agreement may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the City.

16. UNAUTHORIZED WORK

The Successful Proposer(s) **shall** not begin work until an Agreement has been awarded by the City Commission and a purchase order and/or task order has been issued. Successful Proposer(s) agree and understand that the issuance of a purchase order and/or task order **shall** be issued and provided to the Successful Proposer(s) following Commission award; however, non-receipt of a purchase order and/or task order **shall** not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the Agreement.

17. UNCONTROLLABLE CIRCUMSTANCES (FORCE MAJEURE)

The City and Successful Proposer will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance **shall** not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement **shall** be extended by a period equal to that during which either party's performance is suspended under this Section.

18. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to the Agreement, or the tasks or projects associated with the project **shall** not be made by Proposers without prior City approval.

19. AGREEMENT PERIOD

The initial Agreement term **shall** commence on the date specified in the Agreement and **shall** expire three (3) years from that date. The City reserves the right to extend the Agreement for two, one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

At the City's request, the Successful Proposer **shall** continue services beyond the final expiration date. This extension period **shall** not extend for more than one year beyond the final expiration date of the Agreement. The Successful Proposer **shall** be compensated at the rate in effect when this extension period is invoked by the City.

20. AGREEMENT COORDINATOR

The City may designate an Agreement Coordinator whose principal duties **shall** be:

- Liaison with Successful Proposer.
- Coordinate and approve all work under the Agreement.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule and conduct Successful Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

21. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Successful Proposer's personnel proposed for the Agreement will be available for the Agreement Period. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer **shall** propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Agreement for cause.

22. PUBLIC RECORDS

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM.

Successful Proposer **shall** comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. 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 copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Successful Proposer does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Successful Proposer transfers all public records to the City upon completion of the Agreement, the Successful Proposer **shall** destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the Agreement, the Successful Proposer **shall** meet all applicable requirements for retaining public records. All records stored electronically **must** be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Successful 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.

23. REQUEST FOR RECORDS; NONCOMPLIANCE

All requests to inspect or copy public records relating to a City Agreement for services **must** be made directly to the City. If the City does not possess the requested records, the City **shall** immediately notify the Successful Proposer of the request, and the Successful Proposer **must** provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If Successful Proposer does not comply with the City's records request for records, the City **shall** enforce the Agreement provisions in accordance with the Agreement. If Successful Proposer fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statute

Chapter 119.10.

If a civil action is filed against Successful Proposer to compel production of public records relating to a City Agreement for services, the court **shall** assess and award against the Successful Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Successful Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Successful Proposer has not complied with the request, to the public agency and to the contractor. A notice complies if it is sent to the City's custodian of public records and to the Successful Proposer at the Successful Proposer's address listed on its Agreement with the City or to the Successful Proposer's registered agent. Such notices **must** be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Successful Proposer who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

24. LIMITATIONS ON COMMUNICATION-CONE OF SILENCE: Proposers are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this RFQ, 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 Agreement under this RFQ, or any member of the Selection Committee. All correspondence regarding this RFQ **must** be in writing and **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 "any person participating in a competitive solicitation issued by the City **shall** comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitations; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.

B. For the purposes of this section, a person's representative **shall** include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

C. The Cone of Silence **shall** be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The Cone of Silence applies to any person or person's representative who responds to a particular request for proposals, request for qualification, bid, or any other competitive solicitation, and **shall** remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposals, request for qualification, bid or any other competitive solicitation **shall** provide notice of

cone of silence requirements and refer to this article.

D. The provisions of this article **shall** not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Bidder negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence **shall** not apply to Bidder negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

E. The Cone of Silence **shall** not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

F. The Cone of Silence **shall** terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves an Agreement, rejects all Bids or responses, or otherwise takes action which ends the solicitation process.

G. Any Agreement entered into in violation of the Cone of Silence provisions in this section **shall** render the transaction voidable.

25. 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 with Palm Beach County 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 parties doing business with the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Proposer agrees that it 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 Agreements, 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.

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.

26. 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 an Agreement to provide any goods or services to a public entity, may not submit a proposal on an Agreement 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 an Agreement or, supplier, subcontractor or consultant under an Agreement 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.

27. **SCRUTINIZED COMPANIES:** This Section applies to any Agreement 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, that it does not have business operations in Cuba or Syria as provided in Florida Statutes 287.135. The City may terminate an Agreement 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.

28. **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.

29. **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 RFQ process.

30. **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.

31. **NON-DISCRIMINATION:** The Proposer **shall** not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Proposer will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action **shall** include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor to be in compliance.

32. **CONFLICT OF INTEREST:** By submitting a Proposal, Proposer declares and certifies that no officer,

employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this Proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

The award is subject to provisions of State Statutes and City Ordinances. All Proposers **must** disclose with their Proposal the name of any officer, director or agent who is also an employee of the City. Further, all Proposers **must** disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its' branches.

33. **ANTI-COLLUSION:** Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

34. **CITY POLICIES:** Successful Proposer **shall** comply with the City 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 Human Resources Division. Violations of these policies may result in cancellation/termination of the Agreement.

35. **TRADE SECRET:** Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, 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 Proposal 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 its officers, employees, volunteers, and agents, 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 PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

36. **VENUE:** Proposers waive the privilege of venue and agree that any legal action brought pursuant to this RFQ or any resulting Agreement between Proposer and the City will be in Palm Beach County, Florida and that all litigation between Proposer and the City in the federal courts **shall** take place in the U.S. District Court for the Southern District of Florida.

Proposer hereby waives any claim against City and its officers, employees, volunteers or agents for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

37. **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.

38. **SPECIFICATIONS:** The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer **must** notify the Purchasing Department prior to the Deadline for Delivery of Written Questions and Objections. If no such notification is received prior to the Deadline for Delivery of Written Questions, the City will consider the specifications to be acceptable to all Proposers.

39. **ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City encourages Proposers to submit a Proposal or, if requested an alternate proposal, containing items and/or the use of items with recycled content. When submitting a Proposal with recycled content items, Proposer **shall** provide documentation to the City to support their claim of the recycled content. The City prefers packaging consisting of materials that are degradable or that are able to be recycled. When specifically stated in the RFQ, the City may give preference to proposals containing items and/or the use of items manufactured with recycled material or packaging that is recyclable.

40. **USE OF OTHER GOVERNMENTAL AGREEMENTS:** The City reserves the right to reject any part or all of any proposal received and utilize other available governmental agreements, if such action is in its best interest.

41. **PROHIBITION OF INTEREST:** No Agreement will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer 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. Proposers **must** disclose any such affiliation in their Proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer, removal of the Proposer from the City's Proposer lists, and prohibition of the Proposer from engaging in any business with the City for a specified period.

42. **LEGAL REQUIREMENTS:** Applicable provisions of all federal, State of Florida, and Palm Beach County laws, local ordinances, rules and regulations **shall** govern development, submittal and evaluation of Proposals submitted in response to this RFQ and **shall** govern any and all claims and disputes which

may arise between Proposers 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 Proposer **shall** not constitute a cognizable defense against the legal effect thereof.

43. **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this RFQ, will be considered to be net 30 days after the date of receipt of a correct invoice by the City Finance Department. Proposer may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be computed from the date of receipt of correct invoice by the City Finance Department.

44. **PROPOSAL FIRM FOR ACCEPTANCE:** Proposer warrants that by virtue of submitting a Proposal, the Proposal will be firm for acceptance by the City for a period of one hundred fifty days from the Due Date and Time.

45. **COMMUNICATIONS:** Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the City as duly authorized expressions on behalf of Proposer.

END OF SECTION 2

[Remainder of page intentionally left blank]

SECTION 3: PROPOSAL RESPONSE REQUIREMENTS

1. HISTORY AND BACKGROUND

The City of Delray Beach Utilities Department is accepting submittals from qualified firms in providing engineering services in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act (CCNA) to provide services for various water, sewer or reclaimed water related projects. Services **shall** include the following sub-disciplines: general engineering services relating to extending the utilities infrastructure based on present and future models of the utilities system, utilities design and permitting of capital projects, project environmental permitting, construction management and inspection services and other general civil, environmental assessments, survey services, and utilities engineering services. Other duties may include acting as the City Utilities' design criteria professional for the purpose of preparing a design-build criteria package primarily related to utilities projects.

The City anticipates awarding at least one (1), firm for each category of the following:

- Water Treatment Design Services
- Wastewater Pump Station and Underground Pipeline Design Services

The Agreement(s) resulting from this solicitation will be limited to and in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act (CCNA).

2. PROPOSER STATEMENT OF ORGANIZATION

Provide information on Proposer as follows:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Provide a completed W-9, with the full legal name of Proposer, Employer Identification Number, and company address. W-9 **must** be signed by an authorized official and dated.
- E. Contact information for Proposer's Corporate headquarters.

Address
City, State, Zip
Phone
- F. Contact information for Proposer's Local office (if any).

Address
City, State,
Zip Phone

G. Contact information for Proposer's primary representative during this RFQ process.

Name
Phone
Email Address
Mailing Address
City, State, Zip

H. Contact information for Proposer's secondary representative during this RFQ process.

Name
Phone
Email Address
Mailing Address
City, State, Zip

I. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, and phone numbers.

J. Briefly summarize any current or pending litigation in which Proposer is a part to.

K. Provide details of any ownership changes to Proposer's organization in the past two years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

3. MINIMUM QUALIFICATION REQUIREMENTS

Each proposer **shall** submit the necessary documentation to demonstrate that they meet the following minimum qualification requirement(s):

A. Experience - PROPOSERS shall be professionally licensed to practice engineering in the State of Florida and have a resident office in Palm Beach County, Florida. PROPOSERS shall have been in continuous practice for a minimum of the immediate past ten (10) years, shall have performed work for local governments in Southeast Florida and shall have completed water and wastewater utility consultant (as applicable) for a government agency with infrastructure similar in scope, size and complexity or greater, than those owned and managed by the City of Delray Beach

B. Authorization to do Business - PROPOSER shall have been authorized to do business in the State of Florida for a minimum of the immediate past five (5) years.

Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date and Time.

C. Must hold a current, valid license to provide engineering and surveying services in the State of Florida. Sub-consultant may hold a valid license to provide surveying services in the State of Florida to satisfy the surveying license requirement of the proposer.

Provide a copy of Proposer's license and applicable individual's licenses issued by the Florida Board of Professional Engineers and Florida Board of Professional Surveyors and Mappers

D. Has no reported conflict of interests in relation to this RFQ.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, the Proposer must submit a statement to that affect.

E. GSA Standard Form 330 – Engineer Qualifications

The PROPSER shall complete GSA Standard Form 330, Architect-Engineer Qualifications (latest edition), to provide information to demonstrate the PROPOSER'S competence and professional qualifications. The PROPOSER **shall** make a note of the following:

- a. Example Projects are those which best illustrate proposed team's qualifications for the scope of work for this RFQ described herein.

F. Litigation History

Proposer **shall** provide a summary of any litigation or arbitration that the PROPOSER, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any PROPOSER it determines to be excessively litigious.

4. PROPOSAL RESPONSE REQUIREMENTS

Submit the following information and documentation.

A. EXPERIENCE, BACKGROUND, REFERENCE FEEDBACK

- i. Identify each category in which Proposer wishes to be considered for award of an Agreement.
- ii. Submit a separate detailed narrative description documenting Proposer's overall Professional Services background and experience in each Professional Service discipline or sub-discipline as follows (NOTE: each narrative should clearly identify the Professional Service the experience is referencing):
 - a. Experience in the following:
 - Engineering
 - Surveying and Mapping
 - Civil
 - Mechanical / Electrical
 - Structural
 - Environmental
 - Water Resources (includes potable water, reuse water, supply, transmission, treatment, storage)

- b. Experience in other related services that complement the above referenced Professional Services.
- c. Awards, certifications, or other recognition received by Proposer relative to work on projects in the designated Professional Services.
- iii. Submit up to ten client references for whom Proposer has provided Professional Services similar to those specified in this RFQ in the past five years and who are agreeable to respond to a request from the City regarding proposer's experience. Each client reference should include the following:
 - a. Organization name
 - b. Contact name(s)
 - c. Contact email address
 - d. Address
 - e. Telephone and fax numbers
 - f. Dates of service (start/end)
 - g. Scope (Type of Professional Service provided)
- iv. Submit the following information documenting experience of the key personnel proposed by Proposer to include, but not limited to the following:
 - a. List of up to ten (10) key personnel who are proposed for work on this project to include any subcontractors.
 - b. Provide the role of each of the above referenced personnel within the provision of services.
 - c. For each key personnel listed above, provide a resume/bio of the individual's experience, qualifications, work history, education and any related licenses and certifications.

B. APPROACH TO PROJECT MANAGEMENT

Provide a concise narrative form of the PROPOSER'S understanding of the proposed scope of services and any other information called for by the RFQ.

- i. Methodology and Approach: Provide an understanding of the needs, goals and objectives as they relate to the work contemplated, and the PROPOSER overall approach to accomplishing such work.
- ii. Discuss the PROPOSER's personnel and Project Team (subconsultants), professional abilities to perform and manage the work.
- iii. The willingness to meet time and budget requirements.
- iv. Workload of the firm: Provide information on your firm or team current workload and how this project will fit into your current and expected workload.

C. PROJECTS FOR SIMILAR SERVICES

List up to ten projects that Proposer has provided Professional Services since September 1, 2020, to include the following information:

- i. Organization/Owner name
- ii. Address (City/State)
- iii. Project date (Start/End)
- iv. Status of project (Design, Construction, Substantial Completion, Complete)
- v. Scope (Type of Professional Service provided)

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit five pages).

D. ORGANIZATIONAL STRUCTURE

- i. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately, by discipline and the number of personnel within each discipline.
- ii. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- iii. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the City. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
- iv. Provide a written response clearly defining responsibilities, contractual relationships and roles of all individuals in the organizational diagram.
- v. Provide a narrative detailing Proposer's recent, current, and projected workloads at the time of submission and provide a statement of Proposer's commitment of personnel and other resources for the City project by providing a signed letter of commitment.
- vi. Provide a narrative detailing all key personnel's recent, current and projected workloads at the time of submission and provide a statement of the availability of each for the City's project.

END OF SECTION 3

SECTION 4: SCOPE OF SERVICES

A. SCOPE: Successful Proposer (hereinafter in this Scope referred to as Consultant) **shall** provide all labor, materials, equipment, supplies and travel to provide Professional Services to include, but not be limited to, the following disciplines:

1. Engineering
2. Surveying and Mapping
3. Civil
4. Mechanical
5. Electrical
6. Structural
7. Environmental
8. Water Resources (includes potable water, reuse water, supply, transmission, treatment, storage, etc.)

B. ASSIGNMENT OF PROJECTS: As projects arise and are funded during the Agreement term that requires Professional Services, the City will select a Consultant from the appropriate category and negotiate the scope of services and basis of compensation for a Service Authorization for the specific project.

Proof of insurance is required at the time of issuance and award of a (CSC) Continuing Services Contract and **must** be maintained throughout the contract period.

The City does not guarantee any minimum or maximum services to be ordered during the Agreement term from any Consultant. Service Authorization assignments **shall** be at the sole discretion of the City.

C. GENERAL DUTIES OF CONSULTANT: The relationship of the Consultant to the City will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement and any subsequent Service Authorization in accordance with professional practices and ethical standards. No employer/employee relationships **shall** be deemed to be established and the consultant, its agents, subcontractors, and employees **shall** be independent contractors at all times.

It **shall** be the responsibility of the Consultant to work with the City and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the City objectives as set forth in the Service Authorization, which will be made a part of this Agreement upon execution by both parties.

The Consultant **shall** be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the City, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant **shall**, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.

The Consultant **shall** be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If

the City, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant **shall**, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.

END OF SECTION 4

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SECTION 5: FORMS AND INSTRUCTIONS

A. AUTHORIZATION TO BIND PROPOSER

Each proposal **must** be signed by a representative of Proposer who is legally authorized to bind the Proposer (See Form A, Signature Authority). Each proposal **shall** remain valid for at least one hundred and fifty (150) days after the Due Date.

B. PROPOSAL FORMAT

Each proposal **shall** include all the requested information and documentation. Proposals **shall** be organized in chapters, as indicated in the table below. Proposals should be on 8-1/2x11 paper, with the exception of drawings, plans, renderings and other specialized documents). All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a complete response on the form, the response may be continued on an additional separate page immediately following the form. The additional separate pages **must** identify the form it represents (e.g., Form A - Proposal Submittal Signature Page cont'd) and **shall** be consecutively numbered. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages **shall** be consecutively numbered.

Proposals in response to this RFQ should contain all of the forms, documentation, and information requested in Section 2. 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” should be provided.

Proposal Format

Chapter 1	Letter of Intent: Briefly state the Proposer’s understanding of the services to be rendered, and commitment to perform according to the requirements noted in this RFQ (limit two (2) pages). Letter of Intent shall clearly state the category that the Proposer wants to be considered for. Proposal Submittal Signature Page
Chapter 2	Proposer’s Statement of Organization W-9
Chapter 3	Minimum Qualifications documentation
Chapter 4	Proposal Response Requirements information
Chapter 5	Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form, Acknowledgement of Addenda Form
Chapter 6	Evidence of Insurance: Certificate of current insurances showing coverage, forms, limits. NOTE: Actual insurance certificates will be required from successful Proposer upon award.

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RESPONSE CHECKLIST

A responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. The CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Proposers in completing their Proposals and ensuring that all required forms and information is submitted. Do not include checklist with your Proposal submittal.

- ☐ Letter of Intent
- ☐ Proposal Submittal Signature Page
- ☐ Proposer's Statement of Organization and W-9
- ☐ Minimum Qualifications documentation
- ☐ Proposal Requirements information
- ☐ Section A, Experience, Background, Reference Feedback
- ☐ Section B, Approach to Project Management
- ☐ Section C, Projects for Similar Services
- ☐ Section D, Organizational Structure

(Remainder of page intentionally left blank)

Signature Authority

Indicate below Proposer's type of organization and provide the required documentation as applicable to demonstrate that the executor of Proposer's Proposal is duly authorized to execute on behalf of, and as the official act of, Proposer.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

☐ Documentation is not required.

☐ The required authorizing documentation is included with Proposal.

SECTION 6: PROPOSAL SUBMITTALS

6.1 FORMS

The forms listed below **shall** be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be uploaded to www.bidnetdirect.com//cityofdelraybeach

- A. Acknowledgment of Addenda
- B. Proposal Submittal Signature Page
- C. Conflict of Interest Disclosure Form
- D. Notification of Public Entity Crimes Law
- E. Notification of Public Records Law
- F. Drug-Free Workplace
- G. Non-Collusion Affidavit
- H. Affidavit Regarding the Use of Coercion for Labor and Services
- I. Truth-In-Negotiation Certificate
- J. Scrutinized Company
- K. Sample Performance Bond Format (not required, intentionally omitted)
- L. Sample Payment Bond Format (not required, intentionally omitted)
- M. Sample Letter of Credit Format (not required, intentionally omitted)

(The remainder of this page is intentionally left blank)

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, 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.

Submitting for the following category: (Circle Only One)

1. Water Treatment Design Services
2. Wastewater Pump Station and Underground Pipeline Design Services

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

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

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF Proposer TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE Proposer's UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT

ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE Proposer TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

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 of more than five percent (5%) 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 evaluation team members and other 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

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 Proposal on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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

(The remainder of this page is intentionally left blank)

**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records
Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor **shall** comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract **shall** provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor **shall** ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, **shall** transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor **shall** destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor **shall** meet all applicable requirements for retaining public records. All records stored electronically **must** be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

(The remainder of this page is intentionally left blank)

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Vendor FEIN: _____

Vendor's
Authorized
Representative
Name and Title: _____

Address: _____
City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the at the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name
And Title: _____

Date: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: _____

Title: _____

Date: _____

Signature: _____

(The remainder of this page is intentionally left blank)

Scrutinized Company Certification

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies **must** complete and return this form with its response.

Company. _____ FID or EIN No. _____

Address. _____

City. _____ State. _____ Zip. _____

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature Title

Printed Name Date

SAMPLE PERFORMANCE BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Not Required, Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Not Required, Intentionally Omitted

END OF SECTION 6

(The remainder of this page is intentionally left blank)

SECTION 7: SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 202____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and _____, a <state> corporation (hereafter referred to as "Contractor") <authorized to do business in the State of Florida>, whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2025-007, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement **shall** include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2025-007 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor **shall** provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City **shall** pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement **shall** be in writing and **shall** be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1ST Street
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach

200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: _____

Attn.: _____
Email: _____

- b. Headings. The headings contained in this Agreement are for convenience of reference only, and **shall** not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c. Effective Date. The effective date of this Agreement **shall** be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement **shall** be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: _____
Thomas F. Carney, Jr., Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of _____

SECTION 8: EXHIBITS

8.1 EXHIBITS

SECTION 9: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- a. *Proposal: any offer(s) submitted in response to this Request for Proposal.*
- b. *Proposer: person or firm submitting a response to this Request for Proposal.*
- c. *Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.*
- d. *Proposal Submittal forms: describes the goods or services to be purchased and must be completed and submitted with the Proposal.*
- e. *City: shall refer to the City of Delray Beach, Florida.*
- f. *Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.*
- g. *Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.*
- h. *Purchasing and Contract Administration Division: Purchasing and Contract Administration Division of the City of Delray Beach, Florida.*
- i. *Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.*
- j. *Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.*

2. CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Proposers and/or Proposers on City Solicitations, the City's

professional staff, and the City Council members.

3. ADDENDUM

The Purchasing and Contract Administration Division may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

4. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

5. CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

6. WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. ~~Per 9.50~~ written letter received by the Purchasing and Contract

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

Administration Division prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

7. **CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

8. **PROMPT PAYMENT TERMS**

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

9. **DISCOUNTS (PROMPT PAYMENTS)**

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

10. **PREPARATION OF PROPOSALS**

- a. *The Proposal submittal forms define requirements of the services to be performed or the items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.*
- b. *An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***
- c. *The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*
- d. *The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*
- e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*
- f. *Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions*

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

will be made due to weather, carrier, traffic, illness, or other issues.

days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

11. CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

14. WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

12. AWARD OF CONTRACT

a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

15. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.

16. NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.

d. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.

e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.

17. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

13. CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred and eighty (180) calendar

18. PROTEST

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

- a. *A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.*
- b. *The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in BidNet Direct . Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.*
- c. *The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray protest. Within seven (7) days (excluding Saturdays, Sundays and legal holidays) of receipt of the formal written protest, the Purchasing Director and the City Attorney shall attempt to settle or resolve the dispute, with or without a hearing at the City Attorney's sole discretion. A decision will be rendered in writing and shall: (1) state the reasons for the action taken; and (2) inform the protestor of its right to appeal as provided herein. A copy of the decision of the Purchasing Director and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.*
19. **LAWS AND REGULATIONS**
The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.
20. **LICENSES, PERMITS AND FEES**
The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.
21. **SUBCONTRACTING**
Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.
22. **ASSIGNMENT**
The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.
23. **SHIPPING TERMS**
Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

24. **RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

25. **INDEMNIFICATION**

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

26. **COLLUSION**

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

27. **MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

28. **TERMINATION FOR CONVENIENCE**

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

29. **TERMINATION FOR DEFAULT**

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer

30. **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

31. **ACCESS AND AUDIT OF RECORDS**

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this

contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

32. **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 County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

33. **PRE-AWARD INSPECTION**

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

34. **PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City

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may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and

- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

36. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

37. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

38. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

39. BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

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40. SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

41. GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

44. AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

42. ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

45. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

43. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any

46. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

47. MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

48. PACKING SLIP AND DELIVERY TICKET

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back-order items, and the number or quantity of items being delivered.

shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

49. **PURCHASE OF OTHER ITEMS**

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

50. **PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies

51. **CONFLICTS OF INTEREST**

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

52. **PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers 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 of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

53. **OTHER GOVERNMENTAL AGENCIES**

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

under the terms and conditions at the prices awarded.

54. **COMPLETION OF WORK AND DELIVERY**

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

55. **FAILURE TO DELIVER OR COMPLETE WORK**

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

56. **CORRECTING DEFECTS**

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any

additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

57. **ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

58. **OMISSIONS IN SPECIFICATIONS**

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

59. **MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

CONTINUING ENGINEERING CONSULTING SERVICES- UTILITIES

60. TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

61. TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

62. PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Qualifications.

63. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

64. FORCE MAJEURE

The City and the selected Proposer are excused

from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

65. NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time

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to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

66. *FISCAL FUNDING OUT*

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 9

SECTION 10: SOLICITATION SUMMARY

PURCHASING AND CONTRACT ADMINISTRATION DIVISION

**The City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444**

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFQ No. 2025-007

Title: Continuing Engineering Consulting Services - Utilities

Due Date and Time: **November 13, 2024 @ 2:00 P.M., (LOCAL TIME)**

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND UPLOADED WITH YOUR SECURE ELECTRONIC PROPOSAL SUBMITTAL THROUGH www.bidnetdirect.com//cityofdelraybeach

Exhibit 8.1

Potential Projects

Below is a list of sample projects that may be released during the Agreement period and that may require engineering and/or surveying services:

1. Water Treatment Design Services

- Potable Water Storage
- Water Treatment Plant Improvements, Replacements, and/or Expansions
- Planning
- Permitting
- Re-Pump Station Improvements
- Well Improvements
- CEI (Construction Engineering & Inspection services)
- Geographic Information Systems Services
- Structural Assessments
- HVAC and Mechanical design
- Electrical evaluation and design
- Site Plan Review
- AutoCad Services
- Energy Efficiency Potential Studies and Implementation Plans
- Emergency Management Response
- Grant Management Services for Federal, State and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that **must** be complied with, including completing applications and managing any rewarded funding
- Engineering analysis, cost estimates and reports
- Preparation of construction documents and services during bidding phase
- Shop drawing review
- Instrumentation and Control

2. Wastewater Pump Station and Underground Pipeline Design Services

- Reclaimed Water Transmission and Distribution System Expansion/Improvements
- Potable Water Distribution System Improvements/Replacements
- Wastewater Collection and Distribution System Improvements/Replacements
- Lift Station Improvements
- Permitting
- CEI (Construction Engineering & Inspection services)
- Geographic Information Systems Services
- Phase I and Phase II Environmental Analysis
- Structural Assessments

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- HVAC and Mechanical design
- Electrical evaluation and design
- Site Plan Review
- AutoCAD Services
- Energy Efficiency Potential Studies and Implementation Plans
- Emergency Management Response
- Grant Management Services for Federal, State and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that **must** be complied with, including completing applications and managing any rewarded funding.
- Engineering analysis, cost estimates and reports
- Preparation of construction documents and services during bidding phase
- Shop drawing review
- Instrumentation and Control

This is not an all-inclusive list of potential projects