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

PURCHASING DEPARTMENT

REQUEST FOR QUALIFICATIONS

RFQ NO.: 2019-040
PROJECT NO.: 19-015
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE TROPIC ISLES ROADWAY UNDERGROUND UTILITY IMPROVEMENTS

DUE DATE AND TIME: SEPTEMBER 10, 2019 @ 2:00 p.m., (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time). Proposals may be submitted either electronically or via hard copy, in accordance with the instructions below. All Proposals will be publicly opened at City Hall, unless otherwise specified.

Submission of Proposals electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Due Date and Time as indicated in this solicitation. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic Proposal 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 solicitation. 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.

Proposals submitted in hard copy format must be delivered to the City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Hard copy Proposal packages shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, solicitation number, Due Date for submission of Proposals, and the title of the solicitation. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary form, three (3) duplicate hard copies, and one (1) electronic version of the Proposal on a Universal Serial Bus (USB) drive in a usable PDF format.

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) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach website; or (c) Request via email purchasing@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. BidSync is an independent entity and is not an agent or representative of the City. Communications to any independent entities do not constitute communications to 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. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing through the "Question" feature on www.BidSync.com. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on September 3, 2019 at 5:00 p.m.

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

LEGAL ADVERTISEMENT

RFQ NO.: 2019-040
PROJECT NO.: 19-015
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE TROPIC ISLES ROADWAY UNDERGROUND UTILITY IMPROVEMENTS

The City of Delray Beach is seeking Proposals from qualified firms for professional engineering design services for the Tropic Isles Roadway Underground Utility Improvements, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Solicitation documents are available on the Purchasing Department webpage of the City of Delray Beach website at: https://www.mydelraybeach.com/business/current_solicitation_opportunities.php.

Sealed Proposal packages should be clearly marked "RFQ No. 2019-040, Professional Engineering Design Services for the Topic Isles Roadway Underground Utility Improvements," and delivered to the Office of the City Clerk, City Hall front lobby reception desk, 100 NW 1st Ave., Delray Beach, Florida 33444.

The deadline for submission of Proposals is **September 10, 2019 at 2:00 p.m. local time.** At that time, the Proposals will be publicly opened and read aloud at City Hall. **Late Proposals will not be accepted.**

The City will not hold a Pre-Proposal Conference for this solicitation.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services should be submitted through www.bidsync.com.

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

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

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SECTION 1: PROJECT OVERVIEW

1. The City is soliciting Proposals from qualified Proposers for professional engineering design services for the Tropic Isles Roadway Underground Utility Improvements.

   The City of Delray Beach (City), known as the "Village by the Sea," is a fun, festive, and one-of-a-kind oceanfront town. There is a total of two miles of public beachfront attractions that drive in approximately one million visitors each year. Tropic Isles Development, located approximately1/2 mile south of Linton Boulevard and east of US Highway 1, encompasses the focal point of this project.

   The CITY Public Works Department is responsible for the maintenance of the roadways within the Tropic Isles Development (Exhibit A). Over a number of years, these roads have experienced uneven surfaces of the roadways, excessive sinkholes, asphalt cracking and accelerated deterioration, adversely impacting roadway drainage and rideability. This deterioration of the roadway has caused an increase in maintenance costs and has shortened the lifespan of the roadways. An engineering evaluation of the subsurface soils, hydrogeology and the roadway design was already completed (Exhibit B). In order to correct the current roadway situation, new roadway engineering and utility designs are required. This effort will determine a proposed design solution for the roadways and underground utilities within this development.

2. The City will contract with a single firm who will provide civil engineering and design services for the Tropic Isles Roadway Underground Utility Improvements.

3. 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.

4. The schedule for this project is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	August 19, 2019
b.	Institute Cone of Silence	August 19, 2019
c.	Deadline for Delivery of Questions	September 3, 2019 @ 5:00 p.m.
d.	Due Date and Time (for delivery of Proposals)	September 10, 2019 by 2:00 p.m.
e.	Technical Evaluations Location: TBD	TBD @ TBD
f.	Interviews Location: TBD	TBD @ TBD
g.	Final Evaluations Location: TBD	TBD @ TBD

   a. City Hall: 100 N.W. 1st Avenue, Delray Beach, FL 33444

END OF SECTION 1

SECTION 2: SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals from qualified firms and consultants who can provide professional engineering services for the Tropic Isles Roadway Underground Utility Improvements. The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this Solicitation will be awarded to the selected Proposer.

2. ELIGIBILITY AND MINIMUM REQUIREMENTS

To be eligible to respond to this Request for Qualifications and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, preferably for a municipality, quasi-governmental organization, or a private organization.

3. GENERAL STANDARDS

The selected Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The selected Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

4. INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the City's Risk Coordinator 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 of 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 Purchasing Department 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. EMPLOYER'S LIABILITY: With a limit of not less than One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand Dollars ($100,000) for each disease, and Five Hundred Thousand Dollars ($500,000) for aggregate disease.

c. COMPREHENSIVE 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.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars ($1,000,000), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars ($1,000,000).

The Comprehensive 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.

d. 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.

e. PROFESSIONAL LIABILITY: With limits of not less than One Million Dollars ($1,000,000) per occurrence.

5. PERFORMANCE BOND/LETTER OF CREDIT
Intentionally Omitted.

6. CERTIFICATIONS
Any Proposer which submits an offer in response to this Solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the State or County Examining Board qualifying the Proposer to perform the services described in this Solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

7. METHOD OF PAYMENT: MONTHLY INVOICES

a. The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

b. The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

c. The invoice shall contain the following basic information: the selected Proposer's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

d. The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the selected Proposer.

8. SUBCONTRACTING

As part of its Proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the Proposal, the Proposer may be allowed to submit this documentation if such action is in the best interest of the City.

9. OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

10. MODIFICATION OF SERVICES

The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.

If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 2

SECTION 3: SCOPE OF SERVICES

1. HISTORY AND BACKGROUND

The CITY Public Works Department is responsible for the maintenance of the roadways within the Tropic Isles Development (Exhibit B). Over a number of years, these roads have experienced uneven surfaces of the roadways, excessive sinkholes, asphalt cracking and accelerated deterioration, adversely impacting roadway drainage and rideability. This deterioration of the roadway has caused an increase in maintenance costs and has shortened the lifespan of the roadways. An engineering evaluation of the subsurface soils, hydrogeology and the roadway design was already completed (Exhibit C). In order to correct the current roadway situation, new roadway engineering and utility designs are required. This effort will determine a proposed design solution for the roadways and underground utilities within this development.

2. OVERVIEW

a. The selected Proposer (also herein referred to as "Consultant") shall provide civil engineering and design services to design complete roadway and underground utility improvements: water / sewer / drainage / sanitary force-main / FPL / Comcast / AT&T /FPU, landscaping, irrigation, street lighting, and roadway signage; and prepare project implementation documents including plans, specifications, permits, and project cost estimates in accordance with City policies, procedures, standards, and requirements for roadway, milling and resurfacing, and complete underground utility replacement of approximately 6 miles of roadway and underground utility improvements.

b. The selected Proposer shall take the following into consideration while performing their services:

1. The project shall be phased into a 5-year construction period
2. Homeowners MUST have access to their properties (day/night/weekends)
3. Homeowners MUST have complete utility service (minor interruptions only)
4. The roadways are built on Muck (Exhibit C) and must be addressed in the engineering design of the roadway and utility improvements
5. Provide 100% plans and specifications
6. Provide post-design services (as needed)

3. ENGINEERING SERVICES

Consultant shall provide civil engineering and design services to include, but not be limited to, the following:

a. Topographic surveying
b. Pavement design (pavement core samples and subsurface borings are included in Exhibit C).
c. Upgrade storm drainpipes (per Storm Water Master Plan; Exhibit B), inlets and underground utilities
d. Sidewalks and/or swales
e. ADA pedestrian ramps, sidewalks, and driveways

f. Incorporation of future drainage/storm water pump stations
g. Signage and pavement markings.
h. Lighting - Light Emitting Diode (LED)
i. Engineer's estimate and specifications.
j. Bid package and bid process assistance for the construction phase, including requests for information (RFI)
k. Quality Assurance/Quality Control (QA/QC)
l. Utility coordination.
m. Continual Public Outreach.
n. Permits (prepare and assist the City in obtaining permits)
o. Provide post-design support during construction Contractor's notice to proceed on the project and five calendar days to demobilize after final acceptance of the Construction Contract.

4. PROJECT DESIGN

Consultant shall provide services for the preparation of design documents for construction of this project as part of the 2019/2020 Capital Improvement Plan (CIP). Design services are for the development of design drawings for complete roadway reconstruction (The presence of Muck is evident on all roadways within the Tropic Isles project and shall be addressed accordingly in the engineering design). Projects will also include the design of swales, drainage, and sanitary sewer, force main, water, new striping and signing, and lighting plans, etc. Consultant shall prepare a complete set of design drawings for each street included in this project (5-phases). Professional Services and design drawings shall include but not be limited to:

a. Roadway survey from right-of-way to right-of-way.
b. Location maps to identify the project(s) and surrounding streets, including necessary notes, standards and details for complete roadway reconstruction.
c. Drainage, including swales and underground drainage rehabilitation plan sheets with necessary notes, and details.
d. Pavement marking and roadway signs in accordance with all current FDOT applicable manuals, guidelines, standards, handbooks, and procedures.
e. LED lighting in accordance with all current applicable manuals, guidelines, standards, handbooks, and procedures.
f. Design drawings with three QA/QC (quality control submittal) phases with the City: preliminary (30% design), intermediate (60% design) and a final (100% design)
g. Cost estimates and technical specifications.
h. Utility coordination up to construction to ensure that no utilities (including underground utilities) conflict with the project or will impact the construction schedule.
i. Field reviews; the Consultant shall make as many field visits to the project site as required to obtain necessary data for all components of the project.
j. Preparation of the specifications, drawings, cost estimate, and assistance with agenda package preparation and design questions at the Pre-bid conference and throughout the solicitation process.
k. Assistance with preparation of the City Commission agenda item(s) for the awarding of the construction project to the most responsible and responsive General Contractor; the

Commission agenda item(s) shall be prepared in accordance with the required deadlines established by the City and shall include time for City reviews.

l. Complete coordination with all governmental agencies (permitting).

m. Coordinate all the public outreach activities with the City's project manager.

n. Prepare materials and be present for public outreach activities, as requested by the City.

5. COMMON AND GENERAL PROJECT TASKS

a. Community Outreach: Through the duration of the project, the Consultant shall be responsible for notifying all property owners, schools, tenants, and residents about potential impacts associated with the project.

b. Notifications: Consultant shall prepare and mail flyers, and/or letters and door hangers to the residents, tenants, and owners. Information to be provided shall include the proposed project scope, limits, schedule, and the anticipated impacts of the construction to residents (e.g. detours, street closures, utility interruptions, etc.). Contact information shall also be included with the notification. Notifications shall be in accordance with City policy.

c. Mailing List Preparation: The Consultant shall identify all impacted property and commercial owners and residents. The Consultant shall prepare a mailing list of all such entities and shall update the mailing list as needed throughout the duration of the project.

d. Coordination with Outside Agencies and Municipalities for all Permits Necessary During Design: The Consultant shall coordinate the project, as necessary (during design), with outside municipalities and agencies, including the South Florida Water Management District (SFWMD), Lake Worth Drainage District (LWDD) and FDOT.

e. Consultant shall establish an independent webpage to be hyperlinked to the City's website for continual public outreach, including updates and questions up to award of construction contract.

f. Homeowners shall have full and complete access to their homes with only minor interruptions to their utilities.

END SECTION 3

SECTION 4: RESPONSE REQUIREMENTS

1. SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

2. REQUIRED INFORMATION AND SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length. Provide a positive commitment to provide the required services. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in the Proposer being deemed non-responsible.

a. Proposer must be licensed by the Florida Department of Business & Professional Regulation as an engineering firm. **Provide a screenshot or copy of Proposer's license from the Florida Department of Business & Professional Regulation that confirms Proposer has a current license in the category type of engineering.**
b. Proposer must hold a Certificate of Authorization (CA) to provide engineering services in the State of Florida issued by the Florida Board of Professional Engineers. **Provide a screen shot or a copy of Proposer's CA issued by the Florida Board of Professional Engineers.**

TAB 4 - PROPOSERS INFORMATION:

a. Legal contracting name including any doing business as.

b. State of organization or incorporation.
c. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
d. Federal Identification Number.
e. Contact information for Proposer's Corporate headquarters.
    i. Address
    ii. City, State, Zip
    iii. Phone
f. Contact information for Proposer's Local office (if any).
    i. Address
    ii. City, State, Zip
    iii. Phone
g. Years in business
h. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers
i. Any additional organizational information that Proposer wishes to supply to augment its proposal
j. Contact information for Proposer's Primary representative during this RFQ process.
    i. Name
    ii. Phone
    iii. E-mail
    iv. Mailing Address
    v. City, State, Zip
k. Contact information for Proposer's Secondary representative during this RFQ process.
    i. Name
    ii. Phone
    iii. E-mail
    iv. Mailing Address
    v. City, State, Zip
l. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
m. Provide the names of the persons who are principals of the company.
n. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.

TAB 5 – EXPERIENCE

1. Provide details of Proposer's years of experience in the field of civil engineering design consulting services. Include civil engineering construction projects greater than $20 million in construction value.

2. Provide a detailed narrative documenting the Proposer's specific experience including, but not limited to the following:

    a. Experience as the prime civil engineering design consultant on roadway construction projects.
    b. Experience with roadway design projects that include investigating and upgrading existing storm drainpipes, inlets and manhole and building on Muck.
    c. Experience with roadway design projects that include swales.
    d. Experience with roadway design projects that include pedestrian ramps.
    e. Experience with roadway design projects that include sidewalks and driveways.
    f. Experience with roadway design projects that include drainage/storm water design elements and underground utilities.
    g. Experience with roadway design projects that include signing and pavement markings.
    h. Experience with government agency roadway design construction projects
    i. Experience with roadway design projects in Florida, particularly in South Florida and in Palm Beach County.
    j. Other types of related experience or information.

3. Submit client references for whom Proposer has provided civil engineering roadway design services similar to those specified in this RFQ in the past five (5) 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
    a. Contact name(s)
    b. Contact email address
    c. Address
    d. Telephone and fax numbers
    e. Dates of service (start/end)
    f. Scope of work (brief description)

4. Identify the primary contact person, supervisory personnel, and other key personnel (including subconsultants) who are designated to work on the City's project. Provide a **Standard Form (SF) 330, Section E** for each individual. Include copies of relevant licenses and certifications relevant to the project.
5. Explain Proposer's ability and commitment to maintain accessibility and availability for meetings, communications, and supervision.
6. Describe any significant or unique awards received or accomplishments in previous, similar projects received by the prime contractor and/or any subcontractors (Team), or by individuals within the Team.

TAB 6 – EXAMPLE PROJECTS AND REFERENCE FEEDBACK

1. Provide a list of up to five (5) civil engineering roadway projects in which Proposer has served as the prime civil engineering design firm since October 2015. Include the following information at a minimum:
    a. Project Owner
    b. Owner's Contact Information
        i. Name
        ii. Title
        iii. Valid Phone Number
        iv. Valid Email Address
    c. Project Name
    d. Project Location
    e. Total Project Cost
    f. Was the Project Completed:
        i. On Time?
        ii. Within Budget?
    g. Number of Change Orders
    h. Type of Work Performed

TAB 7 – ORGANIZATIONAL STRUCTURE

1. Submit SF 330, Section C for the Team proposed to work on the City's project.
2. Submit SF 330, Section D detailing an organizational chart of the proposed Team.
3. Submit SF 330, Part II detailing Team's staffing resources and the location(s) at which services will provided.
4. Provide a narrative detailing the Team's recent, current, and projected workloads at the time of submission and provide a statement of the Team's commitment of personnel and other resources for the City project.

TAB 8 – APPROACH TO PROJECT MANAGEMENT

1. Provide a detailed narrative description of the proposed phased approach and methodology for engaging with City representatives while in the course of performing the design/engineering duties in accordance with the Agreements.
2. Describe in detail Proposer's approach to the design of roadway projects.
3. Narrative that demonstrates working knowledge and understanding of the civil engineering design requirements in the Scope of Services.
4. Provide details of how Proposer intends to meet the detailed time schedule.
5. Specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by sub-Consultants, if applicable.
6. Proposer shall thoroughly explain:
    (1) Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.

(2) How the Proposer physically plans on attending pre-schedule meetings.

(3) How the Proposer plans on ensuring accessibility and availability during the term of the Agreement.

TAB 9 – ATTACHMENTS

END OF SECTION 5

SECTION 6: THE EVALUATION PROCESS

1. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

2. REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFQ.

3. EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized below with their maximum scores for a maximum total of **one hundred (100)** points per proposal, per Committee member.

	CRITERIA	MAX. POINTS
a.	Experience	40
b.	Example Projects and References	35
c.	Organizational Structure	25

4. ORAL PRESENTATIONS/INTERVIEWS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation Committee may choose to conduct an oral presentation with the Proposers which the Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation Committee may re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

5. NEGOTIATIONS

If the City and the Proposer(s) cannot reach an agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract

acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last five (5) years.

6. CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. Notice will be provided once the City makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6

SECTION 7: PROPOSAL SUBMITTALS

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 completed via paper copy and submitted as a hard copy or completed via the web forms on www.bidsync.com if submitting an electronic proposal.

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 Work Place

g. Non-Collusion Affidavit

h. Truth-In-Negotiation Certificate

i. Sample Performance Bond Format (not required, intentionally omitted)

j. Sample Payment Bond Format (not required, intentionally omitted)

k. Sample Letter of Credit Format (not required, intentionally omitted)

ACKNOWLEDGEMENT OF ADDENDA

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

Please complete Part I or Part II, as applicable

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

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTRONICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

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.

Firm Name:

_____

Street Address:

_____

Mailing Address (if different from Street Address):

_____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____days

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 90 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 PROPOSALTHAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

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

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

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

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

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

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

_____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

NON-COLLUSION AFFIDAVIT

There is no web form available on www.bidsync.com for this form. Please print and complete this form

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: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

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: _____

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 7

SECTION 8: 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 _____, 201__, 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. 2019-040, 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. 2019-040 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.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Neal de Jesus, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

CONTRACTOR

[SEAL]

By: _____

_____
Printed Name

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, 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 _____

END OF SECTION 8

SECTION 9: EXHIBITS

1. EXHIBITS
   a. Exhibit A: SF 330
   b. Exhibit B: CIP Portion of Stormwater Master Plan
   c. Exhibit C: Tropic Isles Roadway Evaluation

END OF SECTION 9

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 Department: Purchasing Department 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 bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

3. *ADDENDUM*
The Purchasing Department 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. Only a written letter received by the Purchasing Department 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 will be made due to weather, carrier, traffic, illness, or other issues.*

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.

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.*

   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.*

   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.*

   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 ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

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.

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.

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.

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.

18. *PROTEST*
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 no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. 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. *In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.*

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 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 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.

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.

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.

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.

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 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.

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.

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.

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

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.

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.

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 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.

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

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 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.

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 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 10

SECTION 11: SOLICITATION SUMMARY

IF SUBMITTING HARD COPY: PRINT AND COMPLETE THIS FORM
IF SUBMITTING ELECTORNICALLY: COMPLETE APPLICABLE WEB FORM ON WWW.BIDSYNC.COM

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

PURCHASING DEPARTMENT

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. 2019-040
Title:	Professional Engineering Design Services for the Tropic Isles Roadway Underground Utility Improvements
Due Date and Time:	September 10, 2019 by 2:00 p.m., ET
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 INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL OR SIGNED AND UPLOADED WITH YOUR SECURE ELECTRONIC PROPOSAL SUBMITTAL THROUGH WWW.BIDSYNC.COM.

END OF SECTION 11

EXHIBIT A

See document labeled “Exhibit A, Standard Form 330 (SF330)” on www.BidSync.com.