



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

**Request for Qualifications No. 2017-032
Engineering Design Services;
SW 4th Street, SW 6th Street, and SW 7th Avenue,
Project #16-500 (918-42)**

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**CITY OF DELRAY BEACH, FLORIDA
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATIONS**

**Request for Qualifications No. 2017-032
Engineering Design Services;
SW 4th Street, SW 6th Street, and SW 7th Avenue, Project #16-500
Summary**

ISSUE DATE: January 31, 2017

DEPARTMENT: Environmental Services

DUE DATE: March 7, 2017

TIME: 2:00 p.m., ET

The City of Delray Beach, Florida is soliciting proposals for the provision of engineering design services, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications (RFQ).

A Non-Mandatory Pre-proposal conference is scheduled for February 13, 2017 at 11:00 A.M., ET in the City of Delray Beach (City) City Hall Building, 1st Floor Conference Room, 100 N.W. 1st Avenue, Delray Beach, FL. Proposers are encouraged to attend and ask questions.

1. **NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:
 - BidSync – www.bidsync.com
 - Purchasing webpage on the City of Delray Beach [website](#)
 - Request via email purchasing@mydelraybeach.com
 - Hard copies are available at City Hall

These are the only methods of notification and distribution authorized by the City. The City will not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Proposer's responsibility to verify the validity of all RFQ documents and solicitation information received by sources other than those listed.

2. **REQUIRED INFORMATION:** This RFQ contains various sections which require completion. Responses to this RFQ (Proposals) must be completed and returned prior to the Due Date and Time for Proposal opening or the Proposer will be found non-responsive.
3. **CORRESPONDENCE:** The number of this RFQ must appear on all correspondence or inquiries pertaining to this RFQ.
4. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this RFQ shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
5. **ADDENDA:** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.

6. **ELECTRONIC PROPOSAL SUBMISSION:** 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 RFQ. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure their proposal reaches BidSync before the solicitation Due Date and Time. There is no cost to the Proposer to submit a proposal to a City via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

Additionally, Proposers who submit a proposal electronically via BidSync shall deliver two copies of the proposal each on separate universal serial bus (USB) portable flash memory cards to the City in a sealed container per Item 8 below.

USB electronic copies should be in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the City of Delray Beach, Purchasing Department, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container.

7. **HARD COPY (PAPER) PROPOSAL SUBMISSION:** Paper hard copies of Proposer's proposal may be submitted as an alternative method. The proposal and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk, 100 N.W. 1st Avenue, Delray Beach, Florida, 33444. Proposals must be presented to the Purchasing Department in a sealed container unless otherwise indicated.

It is the sole responsibility of the Proposer to utilize the forms provided in this RFQ and to ensure their proposal is delivered to the City Hall Lobby reception desk prior to the Due Date and Time. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly identifying Proposer and marked "ORIGINAL".
- Four (4) copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic copies clearly identifying Proposer.

8. **ELECTRONIC FORMAT COPIES:** Electronic format copies should be submitted on separate USB portable flash memory cards/drives in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the City of Delray Beach, City Hall Lobby reception desk located at 100 N.W. 1st Avenue, Delray Beach, Florida, 33444. Electronic format copies must clearly identify Proposer and be submitted in a sealed container.

NOTE: Proposal responses submitted via facsimile or email will not be accepted.

9. **LATE PROPOSALS:** The City shall not be responsible for a Proposer's inability to submit a proposal via BidSync by the Due Date and Time for any reason. Hard copy proposals received at the City of Delray Beach City Hall after the Due Date and Time shall be returned unopened and will be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, issues arising from the use of BidSync or any other reasons. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays.
10. **PROPOSAL OPENINGS:** All proposals submitted before the Due Date and Time shall be publicly opened by the Purchasing Department at the City Hall Building, located at 100 N.W. 1st Avenue, Delray Beach, FL or other designated City location as posted. The Purchasing Department will decrypt responses received in BidSync immediately following the designated Due Date and Time. Proposers and the public are invited to attend Proposal openings. Only the Proposers' names will be read aloud at the Proposal opening.
11. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.
12. **EVALUATION:** Proposals will be evaluated as outlined in this RFQ.
13. **AWARD:** The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment will best serve the City's interest, reject any and all proposals or any part of a proposal, and to negotiate terms with the Successful Proposer. The City reserves the right to waive any informality in a proposal, and to award the purchase in the best interest of the City.
- The City reserves the right to award the Agreement on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.
- The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFQ and whose Proposal is considered to best serve the City's interest.
14. **INFORMATION:** Within this RFQ are several Sections. Section 1 provides the scope of services, Section 2 describes the Terms and Conditions that will apply to this RFQ and any resulting Agreement. Section 3 describes the Proposal Response Requirements to be provided by the Successful Proposer. Section 4 provides the scope of work and Section 4 provides forms and instructions for preparing a proposal in response to this RFQ.
15. **RFQ SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented in Table 1, below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

Table 1

ACTIVITY	DATE
Issue RFQ	January 31, 2017
Non-Mandatory Pre-proposal Conference at City Hall Conference Room	February 13, 2017 at 11:00 A.M., ET
Deadline for Delivery of Questions	February 22, 2017
Due Date and Time (for delivery of Proposals)	March 7, 2017 by 2:00 p.m., ET
Institute Cone of Silence	March 7, 2017 at 2:00 p.m., ET
Phase 1 Evaluation	March 16, 2017
Selection Committee Meeting – Technical Evaluations at ESD Training Room	March 29, 2017 at 9:00 A.M., ET
Selection Committee Meeting – Interviews (if conducted) at ESD Training Room	April 6, 2017 at 9:00 A.M., ET
Selection Committee Meeting - Final Evaluations ESD Training Room	April 12, 2017 at 9:00 A.M., ET

16. MEETING LOCATIONS:

- **City Hall Conference Room** - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- **ESD Conference Room and Training Rooms** - located at Environmental Services Department Administration Building located at 434 South Swinton Avenue, Delray Beach, FL.

17. BIDS SYNC: The City uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended award decision. There is no charge to potential Proposers to register and download the solicitation from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available on the BidSync website well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync.

18. POINT OF CONTACT: For information concerning procedures for responding to this RFQ, contact the City Purchasing Department via email at purchasing@mydelraybeach.com. Such contact shall be for clarification purposes only.

19. QUESTIONS: Each Proposer must examine this RFQ, which incorporates all its addenda, appendices, exhibits, drawings, instructions, special conditions and attachments to determine if the requirements are clearly stated. All questions concerning this RFQ, such as discrepancies, omissions and exceptions to any term or condition of the RFQ documents, including the Sample Agreement, should be submitted in writing utilizing the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the RFQ schedule.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

20. **DEFINITIONS** The City will use the following definitions in its special conditions, scope of services, instructions, addenda and any other document used in the solicitation process:

- A. REQUEST FOR QUALIFICATIONS (RFQ) - City request for proposals from qualified Proposers.
- B. PROPOSER – Person or firm submitting a Proposal.
- C. PROPOSAL – Proposers response to this RFQ.
- D. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects.
- E. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the Agreement requirements.
- F. FIRST RANKED PROPOSER – The Proposer whose Proposal is deemed the most advantageous to the City after applying the evaluation criteria contained in this RFQ.
- G. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFQ.
- H. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the City and the Successful Proposer to perform the services described herein.

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SECTION 1: SPECIAL TERMS AND CONDITIONS

A. INTRODUCTION AND INFORMATION

1. PURPOSE

The City is soliciting proposals for the provision of engineering design services, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFQ.

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

B. TERMS AND CONDITIONS

1. ADDENDA, CHANGES, AND INTERPRETATIONS

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

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

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

2. EVALUATION OF PROPOSALS

The City Manager will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFQ. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. Accordingly, in Phase One, the CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. For the purposes of this RFQ, a responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ, Section 2.

Among other things, a Proposal may be found to be non-responsive if the Proposer failed to provide the information requested in the RFQ; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

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

Evaluation Criteria

Criterion	Max Score
Experience, Background, Reference Feedback	30
Similar Completed Projects	15
Approach to Project Management	25
Organizational Structure (capacity, resources, personnel)	20
Interviews	10
Total	100

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

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

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

At any time during the Selection process, the City may conduct investigations it deems necessary to evaluate the Proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a Proposal.

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

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

3. AWARD

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

4. THE CITY'S ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves its exclusive right to:

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

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFQ unnecessary for the City; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

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

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved.

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

5. PROTEST PROCEDURES

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

Any Proposer who is aggrieved by these decisions or a decision of the City Commission may file a protest pursuant to Section 36.04 (entitled "Protest Procedures") of the Delray Beach Code of Ordinances. However, nothing contained in this RFQ shall be deemed to limit the authority of the City Commission under special or general law.

Any Proposer filing a protest shall submit with its protest a Protest Bond, payable to the City, in the amount of fifteen thousand dollars (\$15,000). If the protest is decided in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

6. CHANGES AND ALTERATIONS

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

7. PROPOSER'S COSTS

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

8. INVOICES/PAYMENT

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

9. ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

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

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

10. MODIFICATION OF SERVICES

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

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

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

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

11. NON EXCLUSIVE CONTRACT

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

12. CONTRACT AGREEMENT

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

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

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

13. SUBCONTRACTORS

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

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

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

14. INSURANCE REQUIREMENTS

The Successful Proposer shall supply proof of insurance, detailing terms and provisions of coverage. Coverage must be received by the Purchasing Department within 10 days of final execution of the Agreement.

Selected Proposer shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

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 Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence.
- E. Professional Liability Insurance: with minimum limits per occurrence applicable to City projects as follows:

	Construction Cost Range	Limit
a.	0 - 99,000	\$250,000
b.	100,000 - 299,000	\$500,000
c.	300,000 - 499,000	\$750,000
d.	500,000 - Above	\$1,000,000

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have a Best's rating of A- VII or greater insured. All liability insurance policies, with the exception of professional liability, shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within five business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the Purchasing Department located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

15. AWARD OF AGREEMENT

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

16. UNAUTHORIZED WORK

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

17. UNCONTROLLABLE CIRCUMSTANCES (FORCE MAJEURE)

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

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. NEWS RELEASES/PUBLICITY

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

19. AGREEMENT PERIOD

The initial Agreement term shall commence on the date specified in the Agreement and shall expire upon satisfactory completion of the work.

20. AGREEMENT COORDINATOR

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

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

21. SUBSTITUTION OF PERSONNEL

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

22. Public Records

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

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

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

23. REQUEST FOR RECORDS; NONCOMPLIANCE

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

Successful Proposer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If Successful Proposer does not comply with the City's records request for records, the City shall enforce the Agreement provisions in accordance with the Agreement. If Successful Proposer fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statute Chapter 119.10.

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

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

24. LIMITATIONS ON COMMUNICATION-CONE OF SILENCE

Proposers are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this RFQ, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the Agreement under this RFQ, or any member of the Selection Committee. All correspondence regarding this RFQ must be in writing and must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "any person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:
 - (1) Any person or person's representative seeking an award from such competitive solicitations; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive

officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.

- B. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- C. The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The Cone of Silence applies to any person or person's representative who responds to a particular request for proposals, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposals, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- D. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Bidder negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence shall not apply to Bidder negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- E. The Cone of Silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- F. The Cone of Silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves an Agreement, rejects all Bids or responses, or otherwise takes action which ends the solicitation process.
- G. Any Agreement entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

25. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed city contracts, transactions, accounts and records. The City has entered into an Inter-local Agreement with Palm Beach County for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to the Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties doing business with the City, its

officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Proposer agrees that it is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and Agreements, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.

Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

30. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an Agreement to provide any goods or services to a public entity, may not submit a proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as an Agreement or, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

31. SCRUTINIZED COMPANIES

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

32. DEBARRED OR SUSPENDED PROPOSERS

The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.

33. LOBBYING ACTIVITIES

All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this

solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ process.

34. COMPLIANCE WITH LAWS

Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.

35. NON-DISCRIMINATION

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

36. CONFLICT OF INTEREST: By submitting a Proposal, Proposer declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this Proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

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

37. ANTI-COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

38. City POLICIES

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

39. TRADE SECRET

Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

40. VENUE

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

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

41. INDEMNITY/HOLD HARMLESS AGREEMENT

Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due

Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

43. SPECIFICATIONS

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

44. PROTEST PROCEDURES

Parties that are not actual proposers including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

Upon notification by the City that a proposer is deemed non-responsive and/or non-responsible, the, proposer or responder who is deemed non-responsive and/or non-responsible may file a protest with the Chief Purchasing Officer by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited.

Likewise, after a Notice of Intent to Award an Agreement is posted, any actual proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited.

Any proposer filing a protest shall simultaneously provide a Protest Bond to the City in the amount of \$15,000. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the City. The Protest Bond shall be in the form of a cashier's check, and shall be in the amount specified in the Sealed Competitive Method documents.

Any actual proposer that does not formally protest or appeal in accordance with this City Code Ordinance 36.04 shall not have standing to protest the City Commission's award.

Proposal protests will follow the procedures set forth in City Code Ordinance 36.04.

45. ITEMS WITH RECYCLED CONTENT

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

46. USE OF OTHER GOVERNMENTAL AGREEMENTS

The City reserves the right to reject any part or all of any proposal received and utilize other available governmental agreements, if such action is in its best interest.

47. PROHIBITION OF INTEREST

No Agreement will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics, and all other applicable rules and regulations relating to this issue. Proposers must disclose any such affiliation in their Proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer, removal of the Proposer from the City's Proposer lists, and prohibition of the Proposer from engaging in any business with the City for a specified period.

48. LEGAL REQUIREMENTS

Applicable provisions of all federal, State of Florida, and Palm Beach County laws, local ordinances, rules and regulations shall govern development, submittal and evaluation of Proposals submitted in response to this RFQ and shall govern any and all claims and disputes which may arise between Proposers and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

49. PAYMENT TERMS AND CASH DISCOUNTS

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

50. PROPOSAL FIRM FOR ACCEPTANCE

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

51. COMMUNICATIONS

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

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SECTION 2: PROPOSAL RESPONSE REQUIREMENTS

1. HISTORY AND BACKGROUND

Roadway Reconstruction (SW Neighborhood) CRA funding: \$580,700

Reconstruction of roadways is required for roads with an overall condition index (OCI) of 0-39. In addition, improvements to the sanitary, stormwater, alleys and street lighting are recommended for cost effectiveness and an economy of scale. This project includes design and engineering in year one and construction in year two. Engineering services will be procured through a RFQ process. Total Estimated Cost is \$10,000,000 and will be co-funded between the City (\$3,700,000) and the CRA (\$6,300,000). Funding this FY is for design and construction drawings. The Projects are based on the Overall Condition Index (OCI) used by the City in the 2013 Pavement Management System report.

2. PROPOSER STATEMENT OF ORGANIZATION

Provide information on Proposer as follows:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Federal Identification Number.
- E. Contact information for Proposer's Corporate headquarters.
Address
City, State, Zip
Phone
- F. Contact information for Proposer's Local office (if any).
Address
City, State, Zip
Phone
- G. Years in business
- H. List of officers, owners and/or partners, or managers of the firm. Include names, 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.
Name

Phone
E-mail
Mailing Address
City, State, Zip

- K. Contact information for Proposer's Secondary representative during this RFQ process.

Name
Phone
E-mail
Mailing Address
City, State, Zip

- L. Briefly summarize any current or pending litigation in which Proposer is a part to.
- M. 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).

3. MINIMUM QUALIFICATIONS

Proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- i. Must be registered with the States of Florida, Division of corporations to do business in Florida.

No documentation is required. The City will verify registration.

- ii. Must be licensed by the Florida Department of Business & Professional Regulation as an engineering firm.

Provide a screen shot or a copy of Proposers license from the Florida Department of Business & Professional Regulation that confirms Proposer has a current license in the category type of architect engineer.

- iii. Has completed a minimum of two roadway design engineering projects within the past three years that included two or more of the following elements:
- (a) Investigating and upgrading existing storm drain pipes, inlets and manholes
 - (b) Swales
 - (c) Pedestrian ramps
 - (d) Sidewalks and driveways
 - (e) Drainage/storm water design
 - (f) Signing and pavement markings

Provide the following information for the qualifying roadway design engineering projects:

- a) Project Name and location**
- b) Client/Organization name**
- c) Contact name**

- d) Contact phone**
- e) Contact email**
- f) Project dates (Start/End)**
- g) Identify the elements above that were part of the project**

4. PROPOSAL RESPONSE REQUIREMENTS

A. EXPERIENCE

- i. Submit a detailed narrative description documenting Proposer's overall background and experience to include, but not limited to, the following:
 - a. Engineering design consulting experience for projects less than \$250,000 in construction value.
 - b. Engineering design consulting experience for projects greater than \$250,000 in construction value.
 - c. Awards, certifications, or other related recognition.
- ii. Submit a detailed narrative description documenting Proposer's specific experience including, but not limited to, the following:
 - a. Experience as the prime engineering design consultant on roadway construction projects.
 - b. Experience with roadway design projects that include Investigating and upgrading existing storm drain pipes, inlets and manhole.
 - 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.
 - 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 experience or information.
- iii. Submit client references for whom Proposer has provided 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
 - b. Contact name(s)
 - c. Contact email address
 - d. Address
 - e. Telephone and fax numbers
 - f. Dates of service (start/end)
 - g. Scope of work (brief description)
- iv. Provide a list of up to twenty projects in which Proposer has served as the prime engineer design consultant since January 1, 2011, include the following

information:

- a. Organization/Owner name
- b. Address (City/State)
- c. Project date (Start/End)
- d. Status of project (Design, Construction, Substantial Completion, Complete)
- e. Scope of work (Brief description)

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

- v. Submit the following information documenting experience of the key personnel proposed by Proposer to include, but not limited to the following:
 - a. ~~List of up to three key personnel who are proposed for work on this project to include any subcontractors.~~
 - b. Provide the role of each of the above referenced personnel within the provision of services.
 - c. For each key personnel listed above, provide two client references for whom the key personnel provided services and in which their role was similar to their proposed role in the provision of services to the City. References must be agreeable to respond to a request from the City regarding key personnel's experience. Each client reference should include the following:
 - 1) Organization name
 - 2) Contact name(s)
 - 3) Contact email address
 - 4) Address
 - 5) Telephone and fax numbers
 - 6) Dates of service (start/end)
 - 7) Scope of work (brief description)
- ~~vi. For each key personnel listed in Item A (v.) above, provide two client references for whom the key personnel provided services and in which their role was similar to their proposed role in the provision of services to the City. References must be agreeable to respond to a request from the City regarding key personnel's experience. Each client reference should include the following:
 - a. Organization name
 - b. Contact name(s)
 - c. Contact email address
 - d. Address
 - e. Telephone and fax numbers
 - f. Dates of service (start/end)
 - g. Scope of work (brief description)~~
- vii. Provide a list of up to five projects for each key personnel in which they have provided services since January 1, 2011. Include the following information:
 - a. Organization name
 - b. Address (City/State)
 - c. Project date (Start/End)
 - d. Status of project (Design, Construction, Substantial Completion, Complete)

- e. Key personnel's role in the project
- f. Scope of work (brief description)

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit two pages per each key personnel).

B. APPROACH TO PROJECT MANAGEMENT

- i. Provide a detailed narrative description of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- ii. Describe in detail Proposer's approach to the design of roadway projects.
- iii. Narrative that demonstrates working knowledge and understanding of the requirements of the Scope of Services
- iv. Details of how the design services will be implementation plan and a detailed time schedule.
- v. Specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- vi. 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.

C. ORGANIZATIONAL STRUCTURE

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

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SECTION 3: SCOPE OF SERVICES

I. SCOPE OF WORK

Successful Proposer (herein referred to as Consultant) shall provide all labor, travel, materials required for the provision of services for the development of design drawings for roadway mill and overlay projects. Consultant shall design roadway improvements and prepare project implementation documents including plans, specifications, permits, and project cost estimates in accordance with City policies, procedures, standards, and requirements for reconstruction of approximately 1.55 miles of roadway and construction of associated improvements. The project includes the following three streets located in the area identified as the Southwest (SW) Neighborhood:

- A. SW 4th Street from South Swinton Avenue to SW 10th Avenue
- B. SW 6th Street from SW 5th Avenue to SW 8th Avenue
- C. SW 7th Avenue from SW 1st Street to SW 8th Court

II. ENGINEERING SERVICES

Engineering services to be provided by Consultant include, but are not limited to the following:

- A. Topographic surveying
- B. Pavement design (pavement core samples and subsurface borings are not necessary for this project)
- C. Investigating and upgrading existing storm drain pipes, inlets and manholes
- D. Sidewalks and swales
- E. Upgraded pedestrian ramps, sidewalks, and driveways
- F. Drainage/storm water design
- G. Signing and pavement markings
- H. Lighting - Light Emitting Diode (LED)
- I. Engineer's estimate and specifications
- J. Bid package assistance QA/QC
- K. Utility coordination
- L. Public outreach
- M. Permits (prepare and assist the City in obtaining permits)
- N. Provide design support during construction
- O. Clean, video and inspect all sewer and drainage pipes.

III. PROJECT SCOPE

Consultant shall prepare design documents for construction of this Project as part of the 2017 Capital Improvement Plan (CIP). Consultant services are for the development of design drawings for roadway mill and overlay projects. Consultant work shall also include the design of swales, drainage and sanitary sewer, striping and signing, and lighting plans.

- A. The Consultant shall prepare a complete set of design drawings for each street included in this Project. Design drawings shall include:
 - i. Roadway survey from right of way to right of way.
 - ii. Location maps to identify the project(s) and surrounding streets, including necessary notes, standards and details for milling and resurfacing or overlay;
 - iii. Drainage, including swales and underground drainage rehabilitation plan sheets with necessary notes, and details;

- iv. Sanitary sewer, underground sewer rehabilitation plan sheets, notes, and details.
 - v. Pavement marking and roadway signs in accordance with all current applicable manuals, guidelines, standards, handbooks, and procedures;
 - vi. Light-Emitting Diode (LED) lighting in accordance with all current applicable manuals, guidelines, standards, handbooks, and procedures;
 - vii. Design drawings with three QA/QC (quality control submittal) phases with the City: preliminary (30% design), intermediate (60% design) and a final (100% design);
 - viii. Utility coordination up to construction to ensure that no utilities (including underground utilities) are in conflict with the project or will impact the construction schedule.
- B. The Consultant services shall include, but not be limited to the following:
- i. Make all field visits to the Project site as required to obtain necessary data for all components of the Project.
 - ii. Assist with preparation of the pre-bid agenda package for the construction phase, assistance with design questions at the pre-bid meeting and throughout the question and answer period.
 - iii. Preparation of specifications, drawings, cost estimate(s).
 - iv. Assist Purchasing with preparation of the commission agenda item(s) for the awarding of the Project.
 - v. Coordinate all the public outreach activities with the City Project Manager.
 - vi. Prepare materials and be present for public outreach activities as requested by the City.
 - vii. Community Outreach - Through the duration of the project, Consultant shall be responsible for notifying all property owners, tenants, and residents about potential impacts associated with the project.
 - viii. Notifications - Consultant shall assist the City with the preparation of flyers, and/or letters to the residents, tenants, and property 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). Contact information shall also be included with the notification. Notifications shall be in accordance with City policy.
 - ix. Mailing List Preparation - Consultant shall identify all impacted property owners and tenants. Consultant shall prepare a mailing list of all such entities and shall update the mailing list as needed throughout the duration of the project.
 - x. Coordination - Consultant shall coordinate with outside agencies and municipalities for all permits necessary during design. Consultant shall coordinate the project, as necessary, (during design) with outside municipalities and agencies, including the South Florida Water Management District (SFWMD).

SECTION 4: FORMS AND INSTRUCTIONS

A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred and fifty (150) days after the Due Date.

The Proposal Submittal Signature Page for Proposals submitted by a corporation must be executed in the corporate name by the CEO or President; by an LLC must be executed by a Member or Manager; by an LP must be executed by a General Partner; by a Partnership must be executed by a Partner and by an Individual must be executed by the Individual. His or her title must appear under his or her signature. If someone other than these authorized individuals execute the Proposal Submittal Signature Page, Proposer must provide documentation such as the company Articles of Organization or Operating Agreement that demonstrates the legal authority of the executor to sign on behalf of Proposer.

B. PROPOSAL FORMAT

Each proposal shall include all the requested information. Proposals shall be organized in chapters, as indicated in Table 2. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

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

Table 2 - Proposal Format

Chapter 1	Letter of Intent: Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFQ but should not exceed two (2) pages. Proposal Submittal Signature Page
Chapter 2	Proposer's Statement of Organization
Chapter 3	Minimum Qualifications
Chapter 4	Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form
Chapter 5	Acknowledgement of Addenda Form
Chapter 6	Proposal Response Requirements

Chapter 7	Evidence of Insurance, Professional Licenses, and Certificates: Certificate of Insurance showing current coverage, forms, limits. NOTE: Insurance certificates per the requirements of this RFQ will be required from successful Proposer following award of an Agreement. Submit a copy of all Licenses, Certificates, Registrations, and Permits, not previously requested, that are required to perform the work that Proposer and/or its staff possess.
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[Remainder of page intentionally left blank]

RESPONSE CHECKLIST

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

- ☐ Letter of Intent
- ☐ Minimum Qualifications
- ☐ Proposal Response Requirements
 - ☐ Section A, Experience and Background
 - ☐ Section B, Reference Feedback and Similar Completed Projects
 - ☐ Section C Approach to Project Management
 - ☐ Section D Organizational Structure
- ☐ Proposal Submittal Signature Page
- ☐ Public Entity Crimes Form
- ☐ Drug Free Workplace Form
- ☐ Conflict of Interest Form
- ☐ Acknowledgement of Addenda Form
- ☐ Evidence of Insurance, Professional Licenses, and Certificates

Form A - Proposal Submittal Signature Page

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

Firm Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Identification Number: _____

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this RFQ which includes the Sample Agreement.

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

(Remainder of page intentionally left blank)

Form A - Signature Authority

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

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

☐ Documentation is not required.

☐ The required authorizing documentation is included with Proposal.

Form B - Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form C - Drug-Free Workplace

In the event a tie exists at the conclusion of evaluations, preference will be given to the supplier(s) who certifies it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

TIE: Whenever two or more proposals are equal with respect to scoring for the evaluation criteria (e.g., price, experience, quality, service) are received for the procurement of commodities or contractual services, a proposal received from a supplier that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing a tie will be followed if none of the tied suppliers have submitted this Form C and/or have a drug-free workplace program.

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

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

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form D - Conflict of Interest Disclosure

The award of the agreement 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 or relative of an employee of the City of Delray Beach.

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

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

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

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

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

☐ 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 RFQ.

Acknowledged by:

Firm Name

Signature

Date

Printed Name and Title

Form E - Acknowledgment of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFQ. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE

Signature of Proposer's Agent

Title

Printed Name

Date