



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

PURCHASING DEPARTMENT

REQUEST FOR QUALIFICATIONS

RFQ NO.: 2019-020

PROJECT NO.: 16-098

TITLE: CEI SERVICES FOR CITY MARINA

DUE DATE AND TIME: February 20, 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 February 11, 2019 at 2:00 p.m.



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

REQUEST FOR QUALIFICATIONS NO. 2019-020
PROJECT NO. 16-098
CEI Services for City Marina

The City of Delray Beach is seeking Proposals from qualified firms for construction, engineering, and inspection (CEI) services relating to the improvements of the City Marina, in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Request for Qualifications documents are available beginning January 18, 2019 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. 2019-020, CEI Services for City Marina," 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 February 20, 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: GENERAL INFORMATION

1. Known as the “Village by the Sea,” the City of Delray Beach (City) has become a fun, festive, and one-of-a-kind oceanfront town. The City's marina provides 24 rental slips for boats from 30 feet up to 55 feet in length in a nicely landscaped environment at the Intracoastal Waterway. Marina residents are provided with an air-conditioned facility containing restrooms, showers, washer and dryer, an ice machine, and an open sitting/reading room. A pump-out station is available for the convenience of marina residents and passing boaters on the Intracoastal Waterway.
2. Boat owners are permitted to live aboard their boats. Electricity, water, telephone, and cable TV connections are provided at each slip.
3. The City Marina is located at 145 Marine Way, Delray Beach, FL 33483.
4. As a result of a many years of seasonal high tide events, The City Marina has experienced structural damage to the existing boat docks along with structural damage to the existing seawall. Furthermore, continual wave action from boat wakes through this stretch of the Intracoastal Waterway exacerbates the structural damage to the existing docks. Finally, during high tides and King Tides, the water levels in the Intracoastal Waterway has overtopped the seawalls resulting in damage to the immediate grounds and infrastructure.
5. It is envisioned that the seawall adaptation measures will allow for incremental increases in the seawall elevation to adjust to changing conditions over the design life of the infrastructure. Currently the most eminent sea level rise experts recommend planning for a three-foot rise in sea level by the end of the century.
6. The failure or neglect of a Proposer to examine the Solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

END OF SECTION 1

SECTION 2: PROJECT OVERVIEW

1. The City is soliciting Proposals from qualified Proposers for CEI services relating to the improvements of the City Marina to fix structural damage to the existing seawall, add new floating docks, enhance the surrounding walkways and sidewalks to accommodate for Americans with Disabilities Act (ADA) compliance, and provide improvements to the electrical, water/sewer, lighting, landscaping and irrigation, security, and stormwater components. The budgeted amount for the CEI services is not-to-exceed \$350,000.
2. The City will contract with a single firm whom will provide full-time Resident CEI Professional Services relating to the improvements of the City Marina.
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	January 18, 2019
b.	Institute Cone of Silence	January 18, 2019
c.	Deadline for Delivery of Questions	February 11, 2019 @ 2:00 p.m.
d.	Due Date and Time (for delivery of Proposals)	February 20, 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
- b. Swinton Operations Complex (SOC): 434 S. Swinton Avenue, Delray Beach, FL 33444

END OF SECTION 2

SECTION 3: 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 CEI services for the construction of improvements to the City Marina. 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 have been performed and have 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 subcontractors 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 3

SECTION 4: SCOPE OF SERVICES

1. PROJECT INFORMATION
 - a. City Delray Beach Marina
 - b. Description: CEI Services
 - c. County: Palm Beach
2. OVERVIEW
 - a. The selected Proposer (also herein referred to as "Consultant") shall provide CEI services relating to the improvements of the City Marina. Services include, but are not limited to, construction administration, field engineering, and inspection services.
 - b. The Consultant shall exercise independent professional judgment in performing obligations and responsibilities under this Agreement. The authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the City's Principal Engineer and City's Project Manager respectively and shall be interpreted as such.
 - c. Services provided by the Consultant shall comply with the City's standard procedures and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City.
 - d. Provide continual public outreach services.
3. LENGTH OF SERVICE
 - a. Upon written notification to proceed by the City, services are expected to be required for a minimum of 12 months.
 - b. The Consultant shall track the execution of the Construction Contract such that the Consultant has sufficient time to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.
 - c. For estimating purposes, the Consultant will be allowed an accumulation of fourteen calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and five calendar days to demobilize after final acceptance of the Construction Contract.
4. DEFINITIONS
 - a. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
 - b. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
 - c. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

- d. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
 - e. Consultant: The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.
 - f. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
 - g. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
 - h. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design/build project and preparation of the plans.
 - i. Public Information Officer: The Consultant's personnel assigned to manage the Public Information Program for the City.
 - j. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
5. ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT
- a. The City, on an as-needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.
 - i. Construction Plans
 - ii. Specification Package
 - iii. Copy of the Executed Construction Contract
 - iv. Utility Agency's Approved Material List
 - b. Connection to City's network by the Consultant through either dialup communications, authorized Virtual Private Network (VPN) or approved leased lines may be permitted upon receiving appropriate and official approvals which shall be received from the City prior to accessing the network.
 - c. The Consultant will furnish and support any needed software packages for Microsoft Project.
6. ITEMS TO BE FURNISHED BY THE CONSULTANT TO THE CITY
- a. City Documents
 - i. All City documents, directives, procedures, and standard forms are available through the City or online at the City's website.
 - b. Office Automation
 - i. Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
 - ii. Provide each inspection staff with a laptop computer (or equal technology) running Microsoft Project application through a mobile broadband connection at the jobsite.

- iii. All computer software data shall be input by Consultant personnel using equipment furnished by Consultant and shall be compatible with Microsoft Office software.
 - iv. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.
 - c. Field Equipment
 - i. Supply inspection (smart level, etc.) and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.
 - ii. Hard hats shall have the name of the consulting firm visibly displayed.
 - iii. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
 - iv. Handling of nuclear density gauges shall be in compliance with their license.
 - v. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
 - d. Licensing for Equipment Operations
 - i. Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City, upon request.
- 7. LIASION RESPONSIBILITY OF THE CONSULTANT
 - a. For the duration of the Agreement, keep the City's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement via weekly progress meetings.
 - b. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process. Decisions involving the City will be coordinated through the Construction Project Manager within three business days of receipt.
 - c. Submit all administrative items relating to invoice approval, personnel approval, user identification, time extensions, and supplemental amendments to the Construction Project Manager for review and approval.
- 8. PERFORMANCE OF THE CONSULTANT
 - a. During the term of this Agreement and all Supplemental Amendments thereof, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. City recommendations and Consultant responses/actions are to be properly documented by

the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- i. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification by the City.
- ii. Immediately replace personnel whose performance has been determined by the Consultant and/or the City to be inadequate.
- iii. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- iv. Increase the scope and frequency of training of the Consultant personnel.

9. OTHER REQUIREMENTS OF THE CONSULTANT

a. General

- i. It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract for Florida Department Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE) requirements, such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- ii. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies. Consultant shall seek input from the Construction Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with the City prior to approval by the Consultant. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for City actions or directions.
- iii. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

b. Survey Control

- i. Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:
 - A. Make and record measurements necessary to calculate and document quantities for pay items.
 - B. Make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project.
 - C. Perform incidental engineering surveys for compliance with City, State, and ADA regulations.

- c. On-Site Inspection
 - i. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant will also monitor off-site activities and fabrication unless otherwise stipulated by this Agreement. Consultant shall monitor and inspect Contractor's Work Zone Traffic Control and National Pollutant Discharge Elimination System (NPDES) Plan and review any modifications to the Work Zone Traffic Control and NPDES Plan, including Alternate Work Zone Traffic Control Plan, Consultants employees performing such services shall be qualified in accordance with the City's standard procedures.
- d. Sampling and Testing, and Coordination
 - i. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the American Concrete & Asphalt Materials Institute, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities, and perform the sampling and testing of materials and completed work items for verification and acceptance.
 - ii. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.
 - iii. The City will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.
 - iv. Sampling, testing and laboratory methods shall be as required by the City's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
 - v. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.
 - vi. Coordinate transportation of samples to be tested in a City-approved laboratory or appropriate local facility.
 - vii. Input verification testing information and data into the City's database using written instructions provided by the City.
- e. Engineering Services
 - i. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract along with Public Outreach. Maintain complete and accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - A. Attend and provide assistance for pre-construction meeting(s) for the Construction Contract, such as recording and transcribing minutes of

meeting. Provide appropriate staff to attend and participate in the pre-construction meeting.

- B. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".
- C. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and maintenance of traffic (MOT) sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- D. Analyze problems that arise on the project and proposals submitted by the Contractor (requests for information or RFI's); work with Engineer-of-Record (Wantman Group, Inc.) to resolve such issues, and process the necessary paperwork.
- E. Monitor inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List.
- F. Facilitate coordination and communication between Utility Agency's representatives, City's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.
- G. Identify, review, and track progress of any other Joint Project Agreements, and/or other City and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- H. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payments to the Contractor.
- I. Prepare and make presentations for meetings and hearings before the City Commission in connection with the project covered by this Agreement (if requested).
- J. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract regarding payment in accordance with City procedures.
- K. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements.

- L. The Consultant's Resident Compliance Specialist shall be responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the City Project Manager, as requested.
- M. The Consultant will provide a Public Information Officer (PIO) to provide services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, door hangers, mail notifications to homeowners (including postage), flyers, brochures and news releases to the public) necessary for this construction contract. Prior to release, the City's designee will approve all responses, letters, news releases and the like. The PIO will establish a continuously updated Website/Webpage and provide timely, professional responses to project inquiries including emails, telephone calls, etc. and coordinate public information meetings, open houses, community meetings as directed by the City's representatives.
- N. Consultant shall maintain a website linked to the City's website and provide current and accurate information and up to date (weekly) Public Outreach. The website must be capable of receiving email inquiries regarding the project. The website shall be operational for the duration of this contract.
- O. Consultant shall prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.
- P. Consultant shall video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- Q. Consultant shall provide a digital camera or "Drone" for continual photographic documentation of pre-construction state and of noteworthy incidents, progress reports, or events during construction. These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.
- R. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken weekly, the days of Conditional, Partial and Final Acceptance.
- S. Consultant shall supply aerial photographs (such as drone photography) and shall be taken prior to commencement and monthly thereafter. Provide up to twelve aerial photographs to reflect the construction operations and progress of the work. Photographs shall be clean, sharp,

and clearly show details. The shutter speed should be such that all motion is eliminated. Negatives shall be preserved by the aerial company for at least three years from final acceptance of the project. The name and date of the company that performed the work shall be on the back of all photographs. The photographs shall be reviewed by the Construction Project Manager.

T. Consultant shall provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image.

U. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via compact disc (CD) and the Internet. The access and display system should be comprised of a series of Hypertext Markup Language (HTML) files (web pages) which allow a user to view each photographic data file at random, and in a sequence simulating the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

ii. Geotechnical Engineering

A. Consultant shall become familiar with the existing site conditions, surveys, and the contract documents. Observe and record the progress and quality of roadway work to determine that the roadway, sidewalks, and swales are constructed at the correct locations and elevations, identify discrepancies, submit monthly progress reports to the City's Project Manager and direct the Contractor to correct any such observed discrepancies.

10. QUALITY ASSURANCE (QA) PROGRAM

- a. Quality Assurance Plan
 - i. Within thirty days after receiving award of an Agreement, Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.
 - ii. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:
 - A. Organization
 - I. A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
 - B. Quality Assurance Reviews
 - I. Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
 - C. Quality Assurance Records
 - I. Outline the types of records which will be generated and maintained during the execution of the QA program.
 - D. Control of Sub-Consultants and Vendors
 - I. Detail the methods used to control sub-Consultant and vendor quality.
 - E. Quality Assurance Certification:
 - I. An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with approved specifications, plans, standard indexes, and City procedures.
- b. QA Review
 - i. The Consultant shall perform an initial QA review within the first month of the start of construction and conduct semi-monthly Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-monthly reviews shall be submitted to the Construction Project Manager in written form no later than one month after the review.

- c. Quality Records
 - i. Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the City, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.
11. CERTIFICATION OF FINAL ESTIMATES
- a. Final Estimate and As-Built Plans Submittal
 - i. Prepare documentation and records in compliance with the Agreement, submit the Final Estimate(s) and one set of final “as-built plans” documenting the Contractor’s work in accordance with all Documentation, plans and specifications.
 - ii. Revisions to the Certified Final Estimate shall be made at no additional cost to the City.
 - b. Certification
 - i. Consultant personnel preparing the Certified Final Estimate Package shall be the Senior Project Engineer.
 - ii. Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to City’s procedures.
 - c. Offer of Final Payment
 - i. Prepare the Offer of Final Payment package as outlined per plans and specifications. The package shall accompany the Certified Final Estimates Package submitted to the City for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.
12. AGREEMENT MANAGEMENT
- a. General
 - i. With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, approved pay requests, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the previous month’s payments made to subconsultants. Invoices not including this required information may be rejected.
 - ii. When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing.

- iii. The AR is to be submitted at such time to allow the City four weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- iv. The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the City.

13. ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

- a. The Consultant shall provide construction administration services. The Consultant's Project Manager (PM) will be the primary point of contact for and during the construction contract and will have the responsibility for all communications with the City's PM, design engineers, and the contractor. The Consultant will assign a Full-Time Resident Project Representative (RPR) to assist the PM in carrying out contract administration responsibilities to the City at the site. RPR is the PM's agent at the site and will act as directed by and under the supervision of the PM and will confer with the PM regarding RPR actions. The PM will have additional inspection personnel visit the site at times in conjunction with the RPR and the PM. All staff dealing in matters pertaining to the on-site work shall in general be with knowledge of the PM and the Contractor keeping the City PM advised as necessary. Any PM team's dealing with subcontractors shall be only through or with the full knowledge and approval of the Contractor. The RPR shall generally communicate with the City with the knowledge of and under the direction of the PM. The Consultant will perform additional Construction Administration Services in connection with the project identified in this Agreement. The RPR shall have a minimum of 10 years' experience in renovations of national historic buildings (structural, civil, and MEP) along with the Florida Building Code. The following items are included as part of this Agreement but not limited to the following:

- i. Pre-Construction Services and Meeting
 - A. The Consultant will record (transcribe minutes) and conduct the project pre-construction meeting held with the selected Contractor. The pre-construction meeting agenda may include, but it is not limited to:
 - I. Organization and team member roles
 - II. Project communications
 - III. Prepare agenda
 - IV. Prepare minutes of pre-construction meeting
 - V. Procedures for shop drawing submittals during construction
 - VI. Discussion of project safety
 - VII. Pollution prevention
 - VIII. Phasing and Sequencing Plan
 - IX. Work Schedules
 - X. Communications/coordination protocols with the City and stakeholders
 - XI. Maintenance of Traffic (MOT)
 - XII. Scheduling progress meetings
 - XIII. Shop drawings / submittals review and approval process
 - XIV. Change order process management

- XV. Progress payments and progress reporting
 - XVI. Inspections and testing
 - XVII. Utilities locating requirements
 - XVIII. Record drawings
 - XIX. Warranties
 - XX. Substantial Completion
 - XXI. Project Closeout
 - XXII. Additional items proposed by attendees
- ii. Review of all Required Documents and Submittal from Contractor
 - A. The Consultant will review the required documents submitted by the Contractor. The document review will include miscellaneous submittals, such as; schedule of values, cost loaded schedule and sequencing, Quality Assurance Plan, MOT Plan, Safety Plan, Pollution Prevention Plan, Phasing Plan, Contractor's list of subcontractors and suppliers, as well as compliance submittals, such as; shop drawings, inspections and testing reports.
 - B. Review and approval of the Contractor's submittals is not an assumption of liability. Consultant is not responsible for Contractor's construction means and methods, on-site safety, sequencing and phasing, quality assurance, maintenance of traffic or pollution prevention. The purpose of the review is to confirm that the Contractor's plans are in accordance with contract documents.
 - C. Services for the review of submittals as part of this task include the initial and the review of any required re-submittals.
 - iii. Review of Contractor's Update to the Construction Schedule and Sequencing
 - A. The Consultant will review the Contractor's monthly updates to the proposed project schedule to ensure that the construction of the project is on schedule or advise the City Project Manager of any variance from the originally approved project schedule. Review of Contractor submittals to address progress updates as part of financing requirement of the project during construction and at project close out, if required.
 - iv. Review of Contractor's Application for Payment
 - A. The Consultant will perform review and verify the completed pay requests submitted monthly by the Contractor based on observed and documented work completed and materials stored on-site during the pay period as well as supporting documentation submitted by the Contractor as an attachment to the pay request.
 - v. Progress Meetings
 - A. The Consultant will prepare agendas for, and record (transcribe minutes) and conduct weekly construction progress meetings. The progress meeting agenda will include, but not limited to, the following items: Review of the previous minutes, project safety, City and resident issues, permitting, construction schedule, submittals, RFIs, quality control issues, construction sequencing & phasing, MOT, change orders and payment applications.

- vi. Change Order Review and Assistance
 - A. The Consultant will review all submitted requests for work change directives and change orders and assist the City Project Manager with the facilitation of the directive and/or change order.
- vii. Construction Observations/Inspections
 - A. The Consultant and/or designated RPRs will provide full-time construction observation during the Construction Phase to fulfill the responsibilities of the Consultant. Tasks to be performed include attendance at meetings or conferences and addressing Contractor's Request for Additional Information (RAIs), serving as the City's liaison with the Contractor, maintaining orderly files for communication, progress photos, submittals and reports, maintaining a daily log book of activities, and reviewing completion certificates.
- viii. Substantial Completion
 - A. The Consultant and RPRs will perform a joint inspection with City Project Manager, of work completed to determine if the requirements of the substantial completion have been met. The Consultant and RPRs will generate the Substantial Completion Inspection Punch List that includes items to be addressed prior to Final Inspection.
- ix. Final Inspection and Acceptance
 - A. Services included under this task are the Final Inspection in coordination with the City Project Manager for review of the completed project and verification that all items listed on the Substantial Completion Inspection Punch List have been satisfied. Upon review, the Consultant will provide written opinion to the City and the financing authority that the Contractor has completed all work required as required under the contract documents. The Consultant shall also submit the certification documents to Palm Beach County (PBC), Florida Department of Environmental Protection (FDEP), or other agencies as required.
- x. Record Drawings
 - A. The Consultant will review and approve the Contractor's field mark-up drawings (redlines of original construction prints) to be used by the City for creation of record as-built drawings. The Contractor's field mark-up drawings will include post-construction project information and identify any significant deviation from the approved project design.
- xi. Project Close Out
 - A. In conformance with contract documents, the Consultant will review, and deliver to the City Project Manager, the required contract documentation to be submitted by the Contractor as listed under the construction agreement. In addition, the Consultant will provide one complete set of final shop drawing submittals and the Contractor's field mark-up drawings demonstrating any construction deviations from the original construction plans.

- xii. Final Payment and Release of Retainage
 - A. In conformance with the contract documents, the Consultant will verify that:
 - I. The Contractor's accounts are in order; considering items such as original contract sum, additions and deductions (per Change Order Summary) and any changes or adjustments required of the Schedule of Values has been accepted.
 - II. Retainage amount is correct.
 - III. Certificate of Final Completion has been issued.
 - IV. Final acceptance has been obtained from the Palm Beach County and City Building Department.
 - V. The Contractor has provided a Final Release in accordance with the contract.
 - VI. All required certificates of inspection and occupancy have been obtained from public authorities, utility companies, and other public agencies.
 - VII. Completed Contractor's field mark-up drawings have been received and accepted by the City.
 - VIII. Notification of consent to surety, if any, to make Final Payment to Contractor.
 - IX. Amount of Liquidated Damages withheld (if applicable).
 - X. Contractor's Warranty has been received and accepted by the City.
- xiii. Resident Project Representative Duties
 - A. In support of Consultant's responsibilities and General Duties defined above, Resident Project Representatives duties shall include but not be limited to the following:
 - I. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with the Consultant concerning its general acceptability.
 - II. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - III. Working principally through Contractor's superintendent, assist Consultant in serving as City's liaison with Contractor, when Contractor's operations affect the City's on-site operations.
 - IV. Assist in obtaining from the City additional details or information, when required for proper execution of the work.
 - V. Record date of receipt of Shop Drawings and samples.
 - VI. Receive samples, which are furnished at the site by Contractor, and notify the Consultant of availability of samples for examination.

- VII. Advise the City and Contractor of the commencement of any work requiring a Shop Drawing, if the submittal has not been approved by the Consultant.
- VIII. Conduct on-site observations of the Work in progress to assist the Consultant in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
- IX. Report to the City whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made.
- X. Inform the City of Work that the Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the Contractor or the Consultant from the duties imposed by the contract.
- XI. Verify that the tests, equipment, systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe record and report to the Consultant appropriate details relative to the test procedures and startups.
- XII. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections and report to the Consultant.
- XIII. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement (hourly rates apply if needed).
- XIV. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement (hourly rates apply if needed).
- XV. Provide inspection services in addition to those provided for in this Agreement (hourly rates apply if needed).
- XVI. Provide services determined necessary for the successful completion and closure of the Construction Contract (hourly rates apply if needed).

14. POST-CONSTRUCTION CLAIMS REVIEW

- a. In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, Consultant shall analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

15. STAFFING

- a. Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the City has received a regular acceptance letter.
- b. If the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed a maximum of ten days to demobilize, relocate, or terminate such forces.
- c. Consultant shall provide qualified and competent personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.
- d. Personnel identified in the selected Proposer's proposal or during the evaluation and/or negotiation stages of this solicitation are to be assigned as proposed and shall be committed to performing services under this Agreement. Personnel changes will require written approval from the City. Staff that has been removed by selected Proposer shall be replaced by the selected Proposer within one week of City's notification.
- e. Before the project begins, all project staff shall have a working knowledge of the project and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the selected Proposer's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits.
- f. Selected Proposer's staff shall be approved by the City before commencing any work under this Agreement. Once authorized, the selected Proposer shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the City has received a regular acceptance letter.
- g. Construction, engineering, and inspection forces will be required of the selected Proposer while the Contractor is working. If Contractor operations are substantially reduced or suspended, the selected Proposer will reduce its staff appropriately.
- h. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits.
- i. Unless otherwise agreed to by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

16. CITY AUTHORITY

The City shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

17. CONTRADICTIONS

In the event of a contradiction between the provisions of this Scope of Services and the selected Proposer's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

END SECTION 4

SECTION 5: 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's CEI Senior Project Engineer must be registered in the State of Florida as a Professional Engineer. **Provide proof of registration as a Professional Engineer.**
- c. Proposer's CEI Senior Project Engineer, CEI Project Administrator/Project Engineer, and CEI Assistant Project Administrator/Project Engineer must possess a civil engineering degree. **Provide proof of civil engineering degrees.**

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
- g. 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).
- h. Provide the names of the persons who are principals of the company.
- i. 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 CEI services. Include CEI services performed for marinas, seawalls, and/or other construction projects similar in scope, if applicable.
2. Provide a brief description of the proposed team and the methodology by which the team operates. The proposed team should include, at minimum, the following staff:
 - a. CEI Senior Project Engineer
 - i. Preferred Qualifications: Ten (10) years of engineering experience in CEI services, preferably for marinas, seawalls, and/or other construction projects similar in scope. Ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate and staff members; develop and/or review policies, methods, practices, and procedures; and review programs for conformance with City standards. A Master's Degree in Civil Engineering may be substituted for one (1) year engineering experience.
 - b. CEI Project Administrator/Project Engineer
 - i. Preferred Qualifications: Five (5) years of engineering experience in CEI services, preferably for marinas, seawalls, and/or other construction projects similar in scope. Receive general instructions regarding assignments and exercise initiative and independent judgment in the solution of work problems. Direct and assign specific tasks to inspectors and assists in all phases of the construction project and be responsible for the progress and final estimates throughout the construction project duration. A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.
 - c. CEI Assistant Project Administrator/Project Engineer
 - i. Preferred Qualifications: Three (3) years of engineering experience in CEI services, preferably for marinas, seawalls, and/or other construction projects similar in scope.
 - d. CEI Contract Support Specialist
 - i. Preferred Qualifications: High School diploma or equivalent and five (5) years of CEI services experience, preferably having experience with marinas, seawalls, and/or other construction projects similar in scope and/or possesses a Civil Engineering Degree. Specialist should be capable of exercising independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the City's Procedures covering the project related duties and

be proficient in the computer programs necessary to perform these duties.

- e. CEI Senior Inspector
 - i. Preferred Qualifications: High school diploma or equivalent and ten (10) years of inspection services experience, preferably for marinas, seawalls, and/or other construction projects similar in scope with at least five (5) years' experience specific to projects pertaining to the construction inspection of City, County, and/or State work.
- f. CEI Inspector
 - i. Preferred Qualifications: High school diploma or equivalent and five (5) years of inspection experience, preferably for marinas, seawalls, and/or other construction projects similar in scope with at least three (3) years' experience specific to projects pertaining to the construction inspection of City, County, and/or State work. Inspector is responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.
- 3. 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.
- 4. Explain Proposer's ability and commitment to maintain accessibility and availability for meetings, communications, and supervision.
- 5. 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. Submit the following details for any projects completed since January 2014 that included CEI work relating to marinas, seawalls, and/or other construction projects similar in scope.
 - 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 (marinas, seawalls, and/or other construction projects similar in scope)
- 2. Submit SF 330, Section G detailing key personnel's participation in example projects.

TAB 7 – ORGANIZATIONAL STRUCTURE

- 1. Submit SF 330, Section C for the Team.
- 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 – ATTACHMENTS

All Attachment, Forms and Affidavits required by this Solicitation shall be fully executed by the Proposer and submitted as shown in Section 7 of this Solicitation.

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.

	<u>CRITERIA</u>	<u>MAX. POINTS</u>
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 ELECTRONICALLY: 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

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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 PROPOSAL THAT 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

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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 ELECTRONICALLY: 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 ELECTRONICALLY: 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 ELECTRONICALLY: 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 Proposal, 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 ELECTRONICALLY: 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. 2019-020, 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. 2019-020 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: _____
Mark R. Lauzier, 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

END OF SECTION 9

SECTION 10: 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.

immediately necessary to protect the public health, welfare, or safety.

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.

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.

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.

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.

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.

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.

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*

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.

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.

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.

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."

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.

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

27. **MODIFICATION OF CONTRACT**

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 Statutes, 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 ELECTRONICALLY: 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. 2019-020

Title: CEI Services for City Marina

Due Date and Time: February 20, 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.