

CITY OF GREENACRES

PALM BEACH COUNTY, FLORIDA



REQUEST FOR QUALIFICATIONS

EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE

RFQ NO. 24-018

DEPARTMENT OF PURCHASING



CITY OF GREENACRES, FLORIDA

ADVERTISEMENT FOR PROPOSALS

EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE

RFQ NO. 24-018

The City of Greenacres, Florida is soliciting proposals from experienced and qualified firms to complete a design criteria package and solicitation documents to select a Design-Build Team to construct a new Emergency Operations Center. The selected firm will assist the City in the selection of the Design-Build Team and with the overseeing of the construction of the project to ensure compliance with the design criteria package.

Sealed proposals must be received on or before **Wednesday, May 29, 2024 at 3:00 PM** at the address below:

City of Greenacres
Purchasing Office, City Hall
5800 Melaleuca Lane
Greenacres, Florida 33463

All proposals shall be submitted with an original and five (5) copies in sealed envelopes/packages addressed to the Director of Purchasing and marked "**RFQ NO. 24-018 – EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE**". Any proposal received after the designated date will be returned unopened. Proposers desiring copies of the RFQ document for use in preparing a proposal may obtain a set of such documents from DemandStar at www.demandstar.com or the City's website at <https://greenacresfl.gov/purchasing/page/solicitations>.

The project is being solicited in accordance with the State of Florida Consultants' Competitive Negotiations Act ("CCNA"), F.S. 287.055 and the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. All awarded contractors must take affirmative steps to utilize small, minority, and women's business enterprises, and labor surplus area firms when possible in accordance with CFR Part 200, Subsection 200.321.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Director of Purchasing

Dated: April 28, 2024
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**CITY OF GREENACRES
REQUEST FOR QUALIFICATIONS**

**EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE
RFQ NO. 24-018**

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CITY OF GREENACRES

SECTION I – GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and proposal forms. The proposal is to be filled in, signed, and submitted to the Purchasing Department through DemandStar on or before the specified date and time.

It is sole responsibility of the proposer to ensure that his/her proposal is submitted successfully on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The RFQ time must be and shall be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Such proposals shall be returned to the proposer unopened.

All proposals must be typewritten or written in ink and must be signed by an officer or employee having authority to bind the company or firm.

Proposers shall not be allowed to modify their proposals after the closing date and time. Proposal files may be examined during normal working hours, after RFQ closing, by appointment only subject to terms described herein.

For information concerning this RFQ, please contact:
City of Greenacres
Purchasing Department
purchasing@greenacresfl.gov
(561) 642-2030

2. INQUIRIES:

Interested proposers may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the RFQ by e-mail at purchasing@greenacresfl.gov. The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All proposers are expected to carefully examine the RFQ documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this RFQ, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

3. RFQ TABULATION:

Proposers may download the RFQ tabulation directly from DemandStar at www.demandstar.com. The City does not notify unsuccessful proposers of agreement awards. RFQ tabulations with recommended awards will be posted for review by interested parties on DemandStar prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

4. RFQ FORMS:

Proposers must use the original Proposal Form(s) provided by the Purchasing Department and enter information only in the

spaces where a response is requested. Proposals on proposer quotation forms will not be accepted. Proposers may use an attachment as an addendum to the Proposal Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFQ documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's proposal and presented in the form of an addendum to the original RFQ documents.

5. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

6. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of changes in scheduled due dates by written addendum(s).

7. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful proposer to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this RFQ, however, the successful proposer must pay any applicable City Business Tax Receipt fees.

8. CERTIFICATIONS:

When applicable, proposer must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with proposal and must be in the name of the proposer shown on the Proposal page.

9. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

10. AWARDS:

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A proposer desiring to propose "No Charge" must so indicate, otherwise the proposal will be construed as incomplete and may be rejected.

11. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the RFQ, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, proposers are advised that any agreement that may result from the RFQ may deviate from the sample agreement. It is expressly agreed that the

proposer is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to proposer's sole direction, supervision and control. Proposer shall exercise control over the means and manner in which it and its employees perform and work. In all respects proposer's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original RFQ terms and conditions, purchase order, and proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the proposer. Any additional contract or agreement requested for consideration by proposer must be attached and enclosed as part of the proposal.

12. SUBCONTRACTING:

If a proposer subcontracts any portion of services provided under a resulting agreement for any reason, proposer must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with proposal response and approved by the City. The City reserves the right to reject a proposal, of any proposer, if the proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the RFQ documents to the proposer, or the proposer shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the proposer to ensure that insurance and licenses required by this agreement are in effect.

13. E-VERIFY:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

14. FLORIDA TRENCH SAFETY ACT:

If the work involves trench excavations that will exceed a depth of 5 feet, the requirements of Florida Statutes, Chapter 553, Part III, Trench Safety Act, will be in effect. The Bidder, by virtue of submitting a bid, certifies that such Act will be complied with during the execution of the work. Bidder acknowledges that included in the total bid price are all costs for complying with the Florida Trench Safety Act.

15. PRICE/DELIVERY:

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the RFQ specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the proposal form, the proposer must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this RFQ are to be made during the normal working hours of the City. Time is of the essence and the proposer's delivery date must be specified and adhered to. Should the proposer, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

16. NEWS RELEASES:

The proposer shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this RFQ or the service, study or project to which it relates.

17. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this RFQ, or to delete any portion of the scope of services at any time.

18. QUANTITIES:

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

19. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all proposal and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

20. DISQUALIFICATION OF PROPOSER:

The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered and will be cause for rejection of all proposals submitted by a Proposer.

21. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the proposal. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all proposers.

The proposer shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful proposer will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the proposer will be required to compensate the City for difference in price incurred from going to the next ranked proposer.

22. NO BID:

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the proposer does not wish to be considered for future solicitations.

23. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.

24. MISTAKES:

In the event of extension error(s) the unit price will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Proposers must check their proposal where applicable. Failure to do so will be at the proposer's risk. Proposals having erasures or corrections must be initialed in by the proposer.

25. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

26. PAYMENT:

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

27. DISCOUNT:

Proposers may offer a discount for prompt payment. However, such discounts will not be considered for evaluation purposes,

unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the RFQ evaluation in the unit price.

28. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this RFQ, from time to time. Services not specifically identified in this RFQ may be added by mutual agreement of the Parties and approval of the City Manager.

29. TERMINATION:

a. Termination for Cause

If, through any cause, the proposer shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the proposer shall violate any of the provisions of the Purchase Order, the City may upon written notice to the proposer, terminate the right of the proposer to proceed under the Purchase Order, and may hold the proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the proposer under the agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The proposer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the proposer, and the City may withhold any payments to the proposer for the purpose of offset until such time as the amount of damages due the City from the proposer is determined. The proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the proposer a thirty (30) day written notice.

30. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

31. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

33. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this RFQ. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.

- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

34. CHEMICAL APPROVALS:

Any chemicals used in the construction of this project by the bidder must have prior approval of the Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA).

35. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

36. CODES AND REGULATIONS:

The proposer must strictly comply with all Federal, State and local building and safety codes.

37. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful proposer. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

38. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility.

- (a) Proposers doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a proposer submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from proposers who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an agreement to provide any

goods or services to a public entity, may not submit a proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

39. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer and the City for any terms and conditions not specifically stated in the Request for Proposal.

40. INDEMNIFICATION:

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with proposer's performance under this agreement, proposer's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the proposer or any breach of the items of this agreement; provided, however, the proposer shall not be responsible to the City for damages resulting out of bodily injury or to property which proposer can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the proposer's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the proposer; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the proposer under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

The proposer acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded proposer, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

41. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an

agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

42. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the proposer's firm or any of its branches.

43. NON-COLLUSION:

Proposer, by submitting a proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a proposer is interested will be rejected.

44. CODE OF ETHICS:

If any proposer violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this RFQ, such proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting a response on any future solicitations for work, goods or services for the City of Greenacres.

45. GOVERNING LAW AND VENUE:

Any agreement resulting from this RFQ shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

46. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

47. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

48. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the proposer and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

49. SCRUTINIZED COMPANIES:

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

50. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after closing, whichever occurs first, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

51. RECORDS/AUDITS:

The City of Greenacres is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) 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.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

52. PURCHASING PROTESTS:

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.
- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:
 - (1) State the reasons for the action taken; and
 - (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City

Council within a reasonable time of the filing of the notice of appeal with the City Manager.

- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Manager which is not timely appealed to the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

53. PUBLIC RECORDS CUSTODIAN:

IF THE 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:

**CITY CLERK
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
CITYCLERK@GREENACRESFL.
GOV**



CITY OF GREENACRES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The City of Greenacres is soliciting proposals from experienced and qualified firms to complete a design criteria package and solicitation documents to select a Design-Build Team to construct a new Emergency Operations Center. The selected firm will assist the City in the selection of the Design-Build Team and with the overseeing of the construction of the project to ensure compliance with the design criteria package. Proposers shall carefully examine the Request for Proposal terms and conditions becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement.

2-2. DEFINITIONS:

- **RFQ:** Request for Qualifications. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFQ.
- **Proposer:** Company/person that submits a proposal. An Offeror.

2-3. PROPOSAL SUBMISSION AND WITHDRAWAL:

The proposals, consisting of **one original and five (5) copies**, shall be submitted within a sealed envelope or package clearly marked on the outside of the package as follows: **RFQ NO. 24-018 – EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE**. The package shall also include the proposer's return address. Proposals must be received by **3:00 pm on Thursday, May 23, 2024** at the following address:

**CITY OF GREENACRES
PURCHASING DEPARTMENT
CITY HALL
5800 Melaleuca Lane
Greenacres, Florida 33463**

The proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium. The City assumes no responsibility for proposals received after the advertised closing or at any office or location other than that specified herein, whether due to mail delays or other reasons. Proposals may not be faxed or submitted electronically. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the proposer. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 642-2030, before the proposal closing time.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Proposal must be completed and manually signed by the authorized representative in the space provided. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so.

2-4. PROPOSER'S RESPONSIBILITY:

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

2-5. ADDENDUM:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each proposer, during, and prior to RFQ submittal to visit DemandStar at www.demandstar.com to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFQ closing will not be binding.

The City may issue written addendum(s) up to seven (7) calendar days before the date fixed for receiving the proposals. All addendum(s) issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addendums are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the City.

2-6. COMPETENCY AND MINIMUM QUALIFICATIONS OF PROPOSERS:

Proposals will only be considered from proposers which are regularly engaged in the business of providing services as described in this RFQ and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFQ. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine proposer's ability to perform. The City reserves the sole right to determine if a proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The proposer shall submit the following information with the proposal. This information, along with any other data the City considers pertinent, will be used in determining if the proposer is qualified to provide the work specified.

- A. County Business Tax Receipt where the Business is located (included with the proposal).
- B. Copy of State of Florida or County Competency license (to be included with proposal).
- C. Completed Standard Form-330, (254 &255) Architect/Engineer Qualifications.
- D. Verification of the number of continuous years the proposer has been in business under the same ownership and management. Proposals will only be considered from proposers in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in the RFQ document.
- E. A minimum of five (5) references for similar work. Preference will be given to proposers with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, email address, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

- Include a list of at least five (5) similar projects performed during the last five (5) years including the following information:
 - a. Name of the entity for which the work was performed;
 - b. Brief description of the scope of the project;
 - c. Initial construction estimate of project cost (the estimate prior to the bid);
 - d. Amount of initial contract award;
 - e. Total number of change orders to the contract;
 - f. Total value of change orders for the project;
 - g. Amount of initial design fees associated with the project;
 - h. Change orders to design contract and dollar value;
 - i. Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.
 - j. Provide financial statements for your firm's latest year of operation.
 - k. Any other information the firm feels is relevant to evaluating qualifications.

F. Qualifications and experience of the firm and employees that are proposed to work with the City on this project. Resumes of key personnel who will actually be assigned to this project and describe their roles. Note: The City expects those listed to be those who will actually perform the work. No substitutions will be permitted unless it is approved by the Contract Coordinator.

2-7. INSURANCE REQUIREMENTS:

The awarded proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing agreement.

The proposer shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Proposer shall specifically protect the City by naming the City Of Greenacres as an additional insured under the Policy or certificate.

Professional Liability Insurance: The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.

- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

Proposer agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 for Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event proposer does not own automobiles, proposer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The proposer shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

Proposer hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by proposer.

2-8. AGREEMENT AWARD & TERM:

The City anticipates entering into an agreement with the proposer who will be the most responsive, responsible proposer, and whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFQ. The recommendations of the selection committee for the final ranking of proposers will be presented to the City Council for approval.

The proposer understands that this RFQ does not constitute an offer or agreement with the proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The City reserves the right to cancel the RFQ or portions thereof without penalty. The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate award with the next highest ranked proposer or subsequent proposers until an agreement is reached.

All terms and conditions of this RFQ, any addenda, proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

2-9. CITY CONTRACT COORDINATOR:

The City Contract Coordinator for this project will be Ibrahim Younis, Construction Manager, and the telephone number is (561) 790-6191. After an agreement has been executed, all communications and correspondence shall be directed to the City Contract Coordinator, with email copies of the correspondence to Monica Powery, Director of Purchasing, 5800 Melaleuca Lane, Greenacres, FL 33463, purchasing@greenacresfl.gov.

2-10. TRUTH-IN-NEGOTIATION CERTIFICATE:

Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

2-11. VENDOR SERVICE REPRESENTATIVE:

The proposer shall submit with their proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

2-12. BUILD AMERICA, BUY AMERICA ACT (BABAA): Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

2-13 FEDERAL CONTRACT PROVISIONS:

1. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The [City of Greenacres](#) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the City of Greenacres and understands and agrees that the City of Greenacres will, in turn, report each violation as required to assure notification to the City of Greenacres, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

4. DEBARMENT AND SUSPENSION:

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Greenacres. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Greenacres, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

5. BYRD ANTI-LOBBYING AMENDMENT:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

6. PROCUREMENT OF RECOVERED MATERIALS:

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

7. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES:

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional

efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

8. DOMESTIC PREFERENCES FOR PROCUREMENTS:

Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. ACCESS TO RECORDS:

The Contractor agrees to provide the City of Greenacres, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10. DHS SEAL, LOGO, AND FLAGS:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING:

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT:

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

14. AFFIRMATIVE SOCIOECONOMIC STEPS:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

15. COPYRIGHT AND DATA RIGHTS:

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Greenacres, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Greenacres or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Greenacres data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Greenacres.



CITY OF GREENACRES

SECTION III – SCOPE OF WORK

3-1. BACKGROUND:

The City of Greenacres, incorporated in 1926, is located in the central part of Palm Beach County, Florida, approximately five miles from the Atlantic Ocean. The city has a land area of approximately 6.11 square miles with a population of 44,797 (BEER Estimate 2022), making the city the eighth largest of the 39 municipalities in the county. The city provides a complement of municipal services including police (contracted), fire, emergency medical services, community and recreation, planning, building, engineering and public works. The City of Greenacres mission is to continually improve the quality of life by providing the best and most cost-efficient public services and facilities to exceed the expectations of city residents and businesses. Some of the City's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. Our vendors are truly partners in meeting our commitments to the community, and in support of the mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the city. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

3-2. PURPOSE:

The purpose of this RFQ is to contract with an experienced and qualified firm to complete a design criteria package and solicitation documents to select a Design-Build Team to construct a new Emergency Operations Center. The selected firm will assist the City in the selection of the Design-Build Team and with the overseeing of the construction of the project to ensure compliance with the design criteria package.

The building is to be a new ground up 2-story, Category 5 hurricane-resistant facility to house the City's Emergency Operations Center and full-time operations staff. Total planned number of full-time staff are 30 employees and total number of planned emergency response staff are 15-30 employees, depending on the emergency's magnitude. The project site consists of two parcels with an available total land area of 8.7 acres at 4901 S. 56th Ter. and 4977 S. 56th Ter. Which are located directly adjacent to the east side of the current Public Works site at 5750 Melaleuca Lane, Greenacres, Florida 33463, the mentioned existing site and the new site are to be merged in one complex and the plan is to reserve at least 25% of the land area for a phase 2 future expansion.

The City is now interested in contracting for architectural design services, site planning services, feasibility study services, programming, cost projections, and other professional services necessary for the new Emergency Operations Center. The objective is to complete a design criteria package that allows for the design-build team to propose on the project. The selected firm will not be eligible to bid as part of the design-build team.

Requested services shall include:

- Survey
- Geotechnical
- Architectural
- Civil
- MEP

3-3. SCOPE OF WORK:

The scope of work includes, but not limited to, the following:

A. Project Parameters

1. Funding: Project shall be funded by authorization of the City of Greenacres City Council.
2. Schedule: The successful design team shall complete all phased services as described in the RFQ within a period of time to be determined by the complexity of each phase.

B. Sustainable Architecture Guidelines and Specifications

The design shall follow Leadership in Energy and Environmental Design (LEED) standard or similar for sustainable architecture. Furthermore, the firm should demonstrate expertise in sustainable architecture and possess the necessary qualifications to design a LEED certified building, in the event that the city opts for environmentally-conscious construction practices.

C. Phase I Feasibility Study

The feasibility study will include site evaluation and analysis to determine the suitability of the site for the proposed project. Building code, zoning, engineering and landscaping regulations review will follow to ensure that the proposed project would comply with all applicable codes. Jurisdictional (County and/or State) requirements will also need assessed during this phase. Site and building programming will document the desired interior and exterior spaces and their uses.

D. Phase II Creation of the Design Criteria Package

Florida Statute §287.055 defines a “design criteria package” as concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

E. Phase III Bidding and Permitting

1. Assist with the evaluation of the design-build contract proposals based on the price, technical, and design aspects of the construction project, weighted for the project and assistance with the contract development.
2. Identify and address any permit issues with applicable permitting agencies.

F. Phase IV Construction Administration (Optional)

Evaluation of the compliance of the project construction with the design criteria package, including but not limited to:

1. Bi-Weekly construction meeting on site with the contractor, architect and owner’s representative
2. General administration of the contract for construction
3. Review and approval of shop drawings

4. Submittal services
5. Site visitation
6. On-site project representation
7. Payment certification
8. Administration of testing and inspection
9. Supplemental documentation
10. Administration of changes in the work
11. Interpretations and decisions
12. Project close-out
13. Construction management

3-4. BUILDING CONSIDERATIONS

- EOC room to include a HiperWall or similar equipment with audiovisual communication capabilities and access to Citywide camera views, and collaboration tools such as interactive touchscreens displaying GIS maps, whiteboards, and projectors. Group open seating layout for the EOC room to house employees from (Law Enforcement, Finance, Public Works, Public Information Officers, and GIS).
- Breakout/Training/Conference Rooms 1 or 2 – accessible from the EOC room.
- Secure space for I.T. servers and critical equipment (1 Server Rack, 1 Cable Rack) and access control system, with separate HVAC, Power Supply, and a redundant underground fiber loop for internet access.
- Separate storage space for I.T. hardware.
- Workspace for 9 I.T. Department staff, including offices for (1 Director, 1 Administrative Assistant, and 7 personnel in an open coworking space layout with window views).
- Headquarters for Fire Rescue (FR) Department, with a separate entrance, housing 14 offices and a conference/meeting room. Including: 5 Chief Officers, 1 Fire Marshal, 1 Assistant Fire Marshal, 1 Fire Inspector, 2 Administrative Assistants, 2 Receptionists, and 2 other staff members.
- FR Air-Conditioned FR Storage Supply (Medical Supply 50'x50', Fire Supply 50'x50', Bunker Gear 50'x50' preferred on separate HVAC unit).
- FR Equipment Parking, Repair and Maintenance Garage. Minimum of 3 Bays for apparatus, 2 story height, 12' height doors – total area of 74' x 64'.
- Public Works (PW) administration staff workspace housing 7 offices with window views. Including: 1 Director, 1 Construction Manager, 1 Project Coordinator, 1 Project Specialist, and 3 other staff members.
- Emergency supplies storage/warehouse area with racking shelves and forklifts paths.
- Commercial kitchen area with a hood system.
- Office spaces to be equipped with a complete reclining chair or pull-out sofas to be utilized as sleeping quarters for critical staff when activated.
- City employee gym with a separate exterior entrance, and showers and restrooms, capable of housing up to 5 individuals at a time.

3-5. SITE CONSIDERATIONS:

- Paved site connection (Vehicles and Pedestrians paths) to existing Public Works compound.
- Unobstructed paved space, that can be used as an Emergency Vehicle Operator Course (EVOC) training space.
- FR on-site training center (Drager) – with access for fire trucks – 100'x100' concrete pad with shallow foundations to accommodate installation of 16'x54' prefabricated simulation box.
- City fleet Fuel Pumps/Underground Tanks.
- Multiple EV Charging stations in employee parking lot.
- Uninterruptible Power Supply (UPS) and a diesel generator with an underground tank capable of serving both the EOC and Public Works buildings, with redundancy switches to portable back-up generators.
- Physical Site Security Measures and Cybersecurity Measures.
- Please note, estimates (numbers and measurements) provided above are approximate, for information only, and will be subject to change as the design progresses to the owner's satisfaction.



CITY OF GREENACRES

SECTION IV – EVALUATION AND AWARD PROCESS

4-1. **PROCESS TIMETABLE:**

- | | |
|--|----------------|
| a. Advertisement | April 28, 2024 |
| b. All written questions and inquiries due by 5:00 P.M. | May 19, 2024 |
| c. All addendums shall be issued on or before 5:00 P.M. | May 22, 2024 |
| d. Proposals due no later than 3:00 P.M. | May 29, 2024 |
| e. Review and evaluate the proposals | |
| f. Posting of recommendation three workdays prior to award by City Council. | |
| g. Award by City Council | |
| h. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. | |
| i. Notice to Proceed. | |

4-2. **REVIEW OF PROPOSALS:**

Each proposal will be reviewed by the Purchasing Department to determine if the proposal is responsive to the submission requirements outlined in the RFQ. Only the proposals determined to meet the mandatory minimum requirements and are responsive, will be given to the Selection Committee to review. A responsive proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

4-3. **EVALUATION PROCESS:**

The purpose of the Evaluation Process is to judge the proposals submitted in response to the Request for Qualifications to establish the highest ranked proposer. Each proposal will be evaluated by the selection committee using the criteria outlined herein to rank the proposers.

Evaluation of the proposals will be conducted by a Selection Committee, consisting of a minimum of three members of City Staff, or other persons selected by the Director of Purchasing. All committee members must be present at scheduled committee meetings. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA).

The committee shall short list no less than three (3) firms, assuming that three proposals have been received and that the City deems best satisfies the weighted criteria set forth herein. The Selection Committee has the right to hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The deliberations of the Selection Committee will be at the publicly advertised committee meetings. The City may request and the firm shall provide additional information deemed necessary by the Selection Committee to conduct evaluations.

4-4. EVALUATION CRITERIA:

Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, location of proposer’s office(s) in Palm Beach County, certified minority business enterprise. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

Proposals will be evaluated by a Selection Committee, which will evaluate and rank Proposals on the criteria listed below. The Selection Committee will be comprised of City Staff, or other persons selected by the Purchasing Administrator, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of **one hundred (100) points** per Selection Committee member. The criteria and scoring will be by each professional work category. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto.

A. Experience and Qualifications of the Company (40 points):	40
▪ Company’s experience and qualifications	
▪ Number of years this company has been in business	
▪ References/Past Performance	
▪ Willingness to meet time and budget requirements	
▪ Recent, Current, and Projected Workloads	
▪ Volume of work previously awarded to each firm by agency	
B. Experience and Qualifications of Assigned Staff (30 points):	30
▪ Staff’s experience and qualifications	
▪ Staff’s technical capabilities	
C. Approach and Delivery of Services (20 points):	20
▪ Understanding of the scope of work	
▪ Ability to comply with the full scope of work	
▪ Technical soundness of proposal	
D. Location of Proposer’s office(s) in Palm Beach County (5 points)	5
E. Certified Minority Business Enterprise (5 points)	5
Total	100

4-5. ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct an oral presentation and interview with the Proposer(s) which the Selection 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 Selection Committee will assign a maximum of 50 additional points for the highest evaluated firms/proposers. In such circumstances, the initial ranking of the proposers shall be considered a preliminary ranking until after the oral presentations are completed.

4-6. PRICE OFFERS AND EVALUATION

After the evaluations of the Proposers’ qualifications, the highest ranked Proposer(s) will be asked to submit pricing information to the City for the services requested. The City reserves the right to negotiate the final terms, conditions and pricing of the Agreement, as may be in the best interest of the City. In general, the recommendation for award will be made to the Proposer(s) who are the most qualified and who offer the best value for performing the services under the terms and conditions of the Contract.

4-7. NEGOTIATIONS

If the City and the Proposer(s) cannot reach 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 three (3) years.



CITY OF GREENACRES

SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION

Proposals without sufficient submittal data to provide a complete evaluation will be considered nonresponsive. See the instructions below for specific submittal requirements. Any exceptions taken to the proposal specifications or sample agreement must be indicated separately with an itemization of each exception taken.

5-1. **PROPOSAL FORMAT & CONTENT:**

In order to maintain comparability, facilitate the review process and assist the Selection Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Submittal should be tabbed as enumerated below and contain a table of contents with page references. It is suggested that each copy of the proposal be included in a 3-ring binder. Ensure all information is written legibly or typewritten. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1

Title Page, Table of Contents, & Transmittal Letter

- 1.1 Title Page:** Shall show the Request for Qualifications number and name, the Proposer's name and address, the contact person's name and address, and the date of the proposal.
- 1.2 Table of Contents:** Include a clear and complete identification of the materials submitted by section and page number. This should follow the Title Page.
- 1.3 Transmittal Letter:** Provide a letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the proposer's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address.

TAB 2

Experience and Qualifications of the Firm

- 2.1** Provide a general statement demonstrating that the firm is fully qualified to provide design services, location of main and branch offices, number of years in business and number of employees in each department, and attach evidence of licenses and certification to perform the required services.
- 2.2** Provide location of office from which this work will be performed.
- 2.3** Outline the firm's experience with architectural design services. The firm should provide examples of projects they designed. The firm should also demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.
- 2.4** Describe any significant or unique awards received or accomplishments in previous, similar projects.

TAB 3**Experience and Qualifications of Assigned Staff**

3.1 Staff Qualifications: Present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical and support staff. Give a brief resume of key persons to be assigned to the project including, but not limited to:

- a. Name and title
- b. Percentage of time to be assigned full time to this project
- c. How many years with this firm
- d. How many years with other firms
- e. Experience:
 - i. Types of projects
 - ii. What were the specific project involvements
- f. Education
- g. Active registration
- h. Other experience and qualification that are relevant to this project

3.2 Staff Technical Capabilities: Identify and include qualifications of specific individuals to be assigned to the subsequent projects (include names, certifications, contact information and services the individuals will provide to the City).

3.3 Sub-Consultants (sub-contractors): Provide names and experience of sub-consultants to be used by the firm (include names, certifications, contact information and services the individuals will provide to the City).

3.4 Project Organization Chart: Show the organization chart as it relates to this project indicating key personnel and their relationship.

TAB 4**References and Similar Projects**

4.1 Professional References: Submit verifiable information documenting compliance with the minimum qualifications requirements established in Section 2-6, Competency and Minimum Qualifications of Proposers.

4.2 Similar Projects: Provide a minimum five (5) similar projects performed during the last five (5) years including the information established in Section 2-6, Competency and Minimum Qualifications of Proposers.

TAB 5**Approach to Scope of Work & Timeline**

The proposer shall demonstrate that the firm understands the scope of work and abilities necessary to develop the design criteria package. Proposer shall provide a proposed timeline to include major milestones in the development and finalization of the design services until the award for construction to include phasing as appropriate.

6.1 RFQ Forms & Addendum(s): Fully completed and executed. RFQ Forms include Proposal Form, Proposer Qualifications, Professional References, Drug Free Workplace, List of Proposed Subcontractors (if applicable), Scrutinized Companies, E-Verify Acknowledgement Form, Non-Collusive Affidavit, Byrd Anti-Lobbying Amendment Certification and Acknowledgment of Addendum(s) (if applicable).

6.2 Other Documentation: Other documentation shall include, but not limited to County Business Tax Receipt, State of Florida or County Competency License, Standard Form-330 and Proof of Insurance.

6.3 Other: Any other attachments referenced in the submittal or documentation deemed relevant by proposer.

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).



**RFQ NO. 24-018
EMERGENCY OPERATIONS CENTER
DESIGN CRITERIA PACKAGE**

PROPOSAL FORM

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFQ Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFQ proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFQ closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFQ Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the RFQ Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFQ Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I. D. #: _____

***Failure to affix signature will result in disqualification of proposal.**



**RFQ NO. 24-018
EMERGENCY OPERATIONS CENTER
DESIGN CRITERIA PACKAGE**

PROPOSER QUALIFICATIONS

The proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the proposer, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



**RFQ NO. 24-018
EMERGENCY OPERATIONS CENTER
DESIGN CRITERIA PACKAGE**

PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the City can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

2. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:



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PROFESSIONAL REFERENCES – CONTINUED

5. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

6. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

7. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

8. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	

Scope of work/ Project Description:

Average response time for repairs:

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____



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DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____
(Individual's Name)

the _____ **of** _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

(Finance Form 93-014)



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LIST OF PROPOSED SUBCONTRACTORS

The undersigned proposer hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer's proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



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SCRUTINIZED COMPANIES

**CERTIFICATION PURSUANT TO FLORIDA STATUTE §
287.135**

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I, _____, on behalf of _____,
Print Name Company Name

Certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel.

Signature and Date _____

Title/Company _____



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E-VERIFY ACKNOWLEDGEMENT FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the EVerify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Website: _____



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NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn deposes
and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. 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 Offeror or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.



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NON-COLLUSIVE AFFIDAVIT

Signed, sealed, and delivered in the presence of:

WITNESSES:

BY: _____
Signature

Typed Name

Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



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**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



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NOTICE OF REQUEST FOR PROPOSALS

The City of Greenacres, Florida is accepting sealed proposals for RFQ No. 24-018 EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE. Sealed Proposals must be received on or before **Wednesday, May 29, 2024 at 3:00 PM** at the address below. **Any proposal received after the designated closing time will be returned unopened.**

**CITY OF GREENACRES
PURCHASING DEPARTMENT
CITY HALL
5800 Melaleuca Lane
Greenacres, Florida 33463**

All proposals shall be submitted with an original and five (5) copies in sealed envelopes/packages addressed to the Director of Purchasing and marked "**RFQ NO. 24-018 EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE**". Proposers desiring RFQ requirements for use in preparing a proposal may obtain the documents from DemandStar at www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Director of Purchasing

STATEMENT OF NON-RESPONSE
RFQ NO. 24-018

If you are not submitting a proposal on this service/commodity, please complete and return this form to: City of Greenacres Purchasing Department, 5800 Melaleuca Lane, Greenacres, Florida 33463 or by email at purchasing@greenacresfl.gov. Failure to respond or submit a non-response three times may result in deletion of vendor's name from the City of Greenacres vendor list database.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

We, the above signed have declined to submit a proposal on the above because of the following reasons:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient time to respond. | <input type="checkbox"/> We do not offer this product/service or equivalent |
| <input type="checkbox"/> Our product schedule would not permit us to perform | <input type="checkbox"/> Please remove our name from the City's Vendor database for the above commodity. |
| <input type="checkbox"/> Other (specify below) | |

REMARKS: _____

NON-RESPONSE MAY BE EMAILED TO PURCHASING@GREENACRESFL.GOV

Attachment A SAMPLE

PROPOSAL EVALUATION RFP NO. 24-018 EMERGENCY OPERATIONS CENTER DESIGN CRITERIA PACKAGE

Proposer: _____

Committee Member: _____

I. Mandatory Criteria

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, and will receive no further consideration.

Pass

EVALUATION CRITERIA	MAXIMUM POINTS	POINTS AWARDED
II. EXPERIENCE AND QUALIFICATIONS OF THE COMPANY <ul style="list-style-type: none"> ▪ Company's experience and qualifications ▪ Number of years this company has been in business ▪ References/Past Performance ▪ Willingness to meet time and budget requirements ▪ Recent, Current, and Projected Workloads ▪ Volume of work previously awarded to each firm by agency 	40	
III. EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF <ul style="list-style-type: none"> ▪ Staff's experience and qualifications ▪ Staff's technical capabilities 	30	
IV. APPROACH AND DELIVERY OF SERVICES <ul style="list-style-type: none"> ▪ Understanding of the scope of work ▪ Ability to comply with the full scope of work ▪ Technical soundness of proposal 	20	
V. LOCATION OF PROPOSER'S OFFICE(S) IN PALM BEACH COUNTY	5	
VI. CERTIFIED MINORITY BUSINESS ENTERPRISE	5	
SUBTOTAL THIS SHEET:	100	

COMMENTS:
