

CITY OF GREENACRES

PALM BEACH COUNTY, FLORIDA



REQUEST FOR QUALIFICATIONS

CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)

RFQ NO. 25-001

DEPARTMENT OF PURCHASING



CITY OF GREENACRES, FLORIDA

ADVERTISEMENT FOR PROPOSALS

CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)

RFQ NO. 25-001

The City of Greenacres, Florida is seeking qualifications from firms who can provide engineering, architectural design, and other related services under a Continuing Professional Consulting Services agreement, in accordance Florida's Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the terms, conditions, and specifications contained in this Request for Qualifications.

Proposals must be submitted online through DemandStar on or before **Thursday, October 3, 2024 at 3:00 PM**. Any bid received after the designated closing time will be returned unopened.

Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such 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

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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 RFQ. 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 awarded firm 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 RFQ 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 awarded firm ("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:

To the extent applicable, 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.

To the extent applicable, 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.

To the extent applicable, 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 this RFQ.

40. INDEMNIFICATION:

Except as may be limited by section 725.06 and 725.08, Florida Statutes, 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 steered 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 proposals, 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, evaluation 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 awarded firm shall comply with Florida's Public Records Law. Specifically, the awarded firm 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 award firm transfers all public records to the City upon completion of the contract, the awarded firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded firm keeps and maintains public records upon completion of the contract, the awarded firm 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.

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**

During the term of the contract, the awarded firm 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 awarded firm 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. SECTION 287.05701, F.S., COMPLIANCE:

Consistent with section 287.05701, Florida Statutes, nothing in this solicitation seeks documentation of a potential respondent's social, political, or ideological interests, nor shall the same be considered in determining if a respondent is considered responsible under this solicitation. No preference shall be given in this solicitation for any respondent due to the respondent's social, political, or ideological interests



CITY OF GREENACRES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The City of Greenacres is seeking qualifications from firms who can provide engineering, architectural design, and other related services under a Continuing Professional Consulting Services agreement, in accordance Florida's Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the terms, conditions, and specifications contained in this Request for Qualifications.

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:** The Proposer's qualifications package submitted in response to the RFQ.
- **Proposer:** Firm that submits a proposal. Also known as an "Offeror".
- **Successful proposer:** Firm that is awarded the resulting contract or agreement by the City's City Council. Also known as "Contractor" or "Awarded Firm".

2-3. PROPOSAL SUBMISSION AND WITHDRAWAL:

The proposals shall be submitted **online through DemandStar by 3:00 pm on Thursday, October 3, 2024.**

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. 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.
- D. 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.

- E. Qualifications and experience of firm and employees that are proposed to work with the City. Resumes of key personnel who will actually be assigned to City projects 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.
- F. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at:
<http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>
- G. Proposer is not on the Florida Suspended or Debarred Vendor List.

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.

Builders Risk Insurance utilizing an "All Risk" coverage form, with limits equal to the completed value of the project and no coinsurance penalty. (City of Greenacres shall be named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)

Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

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(s) who will be the most responsive, responsible proposer 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. Any agreement issue as a result of this RFQ will be for an initial term of one (1) year with options for four (4) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement. Any renewal will be subject to the appropriation of funds by the City Council.

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 Carlos Cedeno, Public Works Director, and the telephone number is (561) 642-2071. 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. 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. A single point of contact shall be designated for regular work hours, after hours, weekends, and holidays. The Representative shall return calls by the Contract Coordinator within two (2) hours, during normal office hours.



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 (BEBR 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's 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. The City's vendors are truly partners in meeting the City's commitments to the community, and in support of the mission, the City is committed to ensuring that qualified, competitive vendors who share the City's commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the City. All City vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

3-2. SCOPE OF WORK:

The City of Greenacres, Florida, pursuant to the "Consultants' Competitive Negotiations Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of professional architectural, engineering, landscape architectural, and surveying and mapping services, and as may be amended, hereby requests Qualification and Performance Data from Professional Consultants practicing in the following specific types of professional work categories:

- A. Civil Engineering
 - 1. In General
 - 2. Acting as City Engineer, including review of development projects within City boundary, as needed
- B. Transportation Engineering
 - 1. In General
 - 2. Review of development projects within City boundary and development projects within adjacent boundaries, as needed.
- C. Architectural Design
- D. Landscape Architect (Includes Land Planning)
- E. Construction Engineering and Inspection (CEI) Services
- F. Geo-Technical, Construction Materials Testing and Inspection Services
- G. Surveying and Mapping Services

3-3. SUMMARY DESCRIPTION:

Below is a summary description of each type of work category to be awarded under this Solicitation:

- A. Civil Engineering
 - i. General:
Requires engineering expertise in planning, designing, permitting, bidding, and construction administration services in connection with Civil Engineering, as well as

knowledge of current rules and regulations of local, state, and federal agencies regulating the industry, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over the same. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

- ii. Shall serve as the City Engineer, and in said capacity shall provide the following services:
 - I. Review of development petitions (site plans, special exceptions, temporary uses, etc.) Review of development petitions' drainage, internal design geometry and circulation including but not limited to the following areas: Ingress/egress; number, location and geometry, access layout and geometric design, traffic control devices, number and layout of parking stall/aisles, vehicular storage at ingress/egress locations, loading zones, sight lines, on/off street parking impacts, pedestrian/vehicular conflicts, turn lanes, and roadway lighting. Provision of a written report addressing the aforementioned issues along with reviewing the report content at the Land Development Staff meetings and Planning and Zoning Commission meeting or City Council meetings
 - II. Attendance at City Council meetings, Planning Commission Meetings, Board of Adjustment Hearings and City Workshops where items of engineering matters will be discussed. Attendance of the meetings will be coordinated through the Contract Coordinator, or designee.
 - III. Represent the City before public groups and agencies.
 - IV. Prepare engineering studies and reports.
 - V. Provide civil engineering design services, including paving, drainage, water distribution, sanitary sewer and sewage lift stations.
 - VI. Provide roadway design services.
 - VII. Prepare construction solicitation documents.
 - VIII. Prepare construction cost estimates.
 - IX. Prepare and process permit applications.
 - X. Provide bidding assistance.
 - XI. Prepare, process, and administer grant applications.
 - XII. Prepare computerized maps and records.
 - XIII. Provide surveying, aerial mapping, and GIS Services.
 - XIV. Provide plan review services.
 - XV. Prepare financial, economic, and rate studies.
 - XVI. Provide inspection and contract administration services including:
 - Site-visits
 - Clarifications & Interpretations
 - Change Orders
 - Shop Drawings
 - Applications for Payment
 - Contractor Completion Documents, i.e. Operations and Maintenance Manual
 - Record Drawings
 - XVII. Assist in preparing City ordinances, codes, standards, regulations, and policies.
 - XVIII. Prepare renderings, exhibits, and graphics.
 - XIX. Provide expert witness services.
 - XX. Provide planning services incidental and collateral to the engineering process
 - XXI. Provide landscape architecture services incidental and collateral to the engineering process.
 - XXII. Provide architectural services incidental and collateral to the engineering process.
 - XXIII. Miscellaneous tasks as requested by the City Manager.

B. Transportation Engineering:

1. General:

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration phases of services in connection with transportation infrastructures, traffic studies, warrant studies, and signals. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Transportation Engineering.

2. Development project review:

Review of development petitions (site plans, special exceptions, temporary uses, etc.), and associated traffic impact studies for compliance with Palm Beach County's Traffic Performance Standards and City Codes. Coordination with petitioner's consultants and the Palm Beach County Traffic Division to resolve issues relating to the interpretation and implementation of the Traffic Performance Standards. Review of impacts of the development petition's traffic on existing road networks with particular emphasis on surrounding residential neighborhoods. Review of proposed roadway improvement recommendations for compliance with established design criteria and to ensure that all traffic impacts caused by proposed petitions have been properly addressed. Review of existing or proposed conditions as they effect traffic conditions along city streets and making recommendations relative to changes or improvements. Examples include speed limits, traffic counts, intersection improvements, on-street parking, etc. Meet with staff, applicants, and Palm Beach County staff to address issues that arise during the development review process.

C. Architectural Design:

Requires architectural expertise in planning, designing, permitting, bidding, and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state, and federal agencies regulating the environment and all land use and building code provisions, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code, and the United States Corps of Engineers.

D. Landscape Architect (includes Land Planning):

Requires expertise in land planning, designing, permitting, bidding, and construction administration phases of service for Landscape Architecture. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of land planning services.

E. Construction Engineering and Inspection (CEI) Services:

Construction Engineering and Inspection (CEI) Services to include, but not limited to contract administration, inspection, and materials sampling and testing. Requires engineering expertise in inspecting, planning, permitting, bidding, special inspector services, threshold inspector services, and construction administration services in connection with multi-discipline design, as well as knowledge of the Florida Building Code and the related current rules and regulations of local, state, and federal agencies and jurisdictions regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Construction Engineering Inspection.

F. Geo-Technical Construction Materials Testing and Inspection Services:

Requires engineering expertise in connection with Geotechnical Analysis. Includes but not limited to: 1) Perform Soil Exploration and Sampling; 2) Perform Field and Onsite Soil, Concrete and Materials Testing and Inspections; and 3) Prepare Geotechnical Reports. The firm must

employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The Consultant must employ and enlist sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

G. Surveying and Mapping Services:

Requires surveying experience in the preparation of Boundary, Site, Topographic and Right-of-Way Surveys, and Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards. The firm must employ at least one land surveyor, registered with the Florida State Board of Land Surveyors, having at least one year of land surveying experience acting as responsible in charge. The Consultant must employ and enlist sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

3-4. SUBMITTING FOR MULTIPLE DISCIPLINES:

Proposers have the option of submitting qualifications for one or more of the professional work categories listed above. There is no need to submit a separate Proposal for each work category. If a Proposer is submitting for more than one work category, the single Proposal must clearly indicate the categories for which the Proposer is submitting.

All Proposers must be duly licensed and registered to practice in the State of Florida, and must maintain all required licenses and certifications during the five-year term of the Contract. The City shall have the right to suspend or terminate any selected Proposer from the Contract for that Proposers failure to maintain adequate licensing and certification.

This Work contemplated under this Solicitation may also include design services, permitting, bidding services, construction administration, environmental studies, and all related miscellaneous services.

Florida law requires the City to make a determination of a consultant's qualification to perform architecture, professional engineering, landscape architecture, or registered surveying and mapping consultant work prior to its employment. The information in the Proposal (Submission Package) will be used by the City to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to no less than three firms.



CITY OF GREENACRES

SECTION IV – EVALUATION AND AWARD PROCESS

4-1. **PROCESS TIMETABLE:**

- | | |
|--|--|
| b. Advertisement | September 3, 2024 |
| c. All written questions and inquiries due by 5:00 P.M. | September 23, 2024 |
| d. All addendums shall be issued on or before 5:00 P.M. | September 26, 2024 |
| e. Proposals due no later than 3:00 P.M. | October 3, 2024 |
| f. Review and evaluate the proposals | |
| g. Evaluation Committee Meeting – Shortlist; week of | October 14, 2024 (<i>tentative</i>) |
| h. Firm Presentations and Final Ranking; week of | October 28, 2024 (<i>tentative</i>) |
| i. Posting of recommendation three workdays prior to award by City Council. | |
| j. Award by City Council | November 18, 2024 (<i>tentative</i>) |
| k. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. | |
| l. Notice to Proceed (shall provide firm with commencement date). | |

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 Evaluation 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.

An Evaluation Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Evaluation 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 evaluation and award of the submitted proposals shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). The City will assemble an Evaluation Committee to review the submitted proposals and determine which Proposers are deemed "qualified" consistent with the Qualification Evaluation Criteria set forth herein. The Evaluation Committee(s) will rank the proposals and engage in discussions with no fewer than the top three (3) ranked proposers regarding their qualifications, approach to the project and ability to furnish the required services. The discussions may be in a presentation format before the Evaluation Committee at a public meeting or by written responses to follow-up questions from the Evaluation Committee or some other process established by the Evaluation Committee. After discussions, the Evaluation Committee shall rank the top qualified proposers based on the Competitive Selection Evaluation Criteria herein and make a recommendation to the City Council. City staff may negotiate with the highest ranked proposer to prepare a contract to be submitted with the Evaluation Committee's recommendation to the City Council. The recommended award will be made available electronically via DemandStar and the City's website.

Each submitted proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may

be disqualified. There is no obligation on the part of the City to award to the most qualified, and the City reserves the right to award the contract(s) to the proposer submitting the best overall proposals and in the best interest of the City (consistent with the evaluation criteria and successful negotiations). The City shall be the sole judge of the proposals and the resulting contract that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting a proposal, all proposers acknowledge this process and consent to the City's investigation. The City is the sole judge in determining the proposer's qualifications.

4-4. EVALUATION CRITERIA:

The evaluation of the proposals will be conducted in accordance with the following criteria (with associated points available).

| <u>Qualification Evaluation Criteria (Short-Listing)</u> | <u>Points Available</u> |
|--|-------------------------|
| Evidence of personnel availability, capability, experience, and skill: | 20 points |
| Emphasis will be placed on individual experience with similar projects within the past five years; individual's ability to have similar projects completed on time and within budget; and, knowledge of applicable building codes and regulations. Emphasis will also be placed on firm's identification of individuals, professional firms, subcontractors, and other team members to provide services and their availability for the same. | |
| Firm's successful past performance for similar projects & approach: | 30 points |
| Emphasis will be placed on firm's experience with similar projects within the past five years; similar projects being completed on time and within budget; and, knowledge of applicable building requirements, codes and regulations and successful bidding and construction management. | |
| Project Approach and Methodology: | 30 points |
| Proposers will be evaluated on the firms' project approach and means and methods to accomplish the project. The proposer's ability to understand all the aspects of the project that has 100% completed design and construction documentation and show the ability to take over the project designed by different entity, develop bidding documentation and manage bidding phase and take over complete construction management phase of the project. The proposer must identify a project timeline and identify any potential delays or schedule impacts. | |
| Completeness and responsiveness of Qualifications | 10 points |
| The proposers will be evaluated in regards to the completeness of their responsiveness to the requirements of the RFQ and qualifications of the firm to complete the project as described in RFQ documents. | |
| Terminations and/or litigation: | 5 points |
| <ul style="list-style-type: none"> ▪ Instances of a default under a similar project or contract; ▪ Instances of litigation related to a similar project or contract; ▪ Instances of on any debarment by a local, state or federal governmental entity | |
| Evidence as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act | 5 points |
| ----- Maximum 100 Points | |

Competitive Selection / Oral presentation Criteria (to finalize ranking/recommendation):

Ability of professional personnel

25 points

Proposers will be evaluated on how their presentation provided for key team members/staff proposed for this engagement, including a Project Manager, and other Key Team Members and how will they execute the work and take ownership of maintaining proactive and strategic communication with the City staff, as appropriate.

Evidence of successful past performance for similar projects

25 points

Proposers will be evaluated on how their past performance on similar projects has prepared them for managing projects of similar type, size, and complexity, especially projects where Proposers had to complete bidding and construction management for projects designed by different entity. The City will also look for any benefits and value added services that the proposer can provide to the City.

Comprehensive Project Approach and Methodology:

30 points

Proposers will be evaluated based on their proposed project approach addressing all the required services as provided in this solicitation. The City will look into the proposed methodology and approach and recommended steps, proposed deliverables and timelines.

Recent, current workload

10 points

Proposers will be evaluated on their current work load and their presentation to show ability to meet the City's projects in the required timelines.

Location/Convenience to City staff

5 points

Proposers will be evaluated on their ability to provide the support to the City by providing locally available professional staff or ability to provide the equivalent services in remote environment without additional fees.

Evidence as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act

5 points

Maximum 100 Points

4-5. PRICE OFFERS AND EVALUATION

After the evaluations of the Proposers' qualifications, the highest ranked Proposer will be asked to submit design-related fees to the City for the design 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.

4-6. NEGOTIATIONS

If the City and the highest ranked Proposer 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:

The proposal should be submitted in PDF Format on DemandStar. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized in accordance with the sections and manner specified below. 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** Clearly indicate the professional work category or categories that are being submitted based on the titles used in this Solicitation by including the completed Designation of Qualified Discipline Form. NOTE: Where a Proposer mixes and matches work categories so that the City is unable to clearly identify what professional work category or categories the Proposer is submitting for, the City may determine the Proposal non-responsive.
- 2.2** Provide a general statement describing the types of services offered by the firm, 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.
- 2.3** Provide location of office from which this work will be performed.

2.4 Outline the firm's experience with Professional Civil Engineering Consulting. The firm should provide examples of construction projects they designed. The firm should also demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.

2.5 Describe any significant or unique awards received or accomplishments in previous, similar projects.

2.6 References: Provide 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.

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**Approach to Scope of Work**

The proposer should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of work for the project. Knowledge with the City of Greenacres and outline past experience and/or working knowledge with the City of Greenacres.

Define what option and the services your company is proposing to the City that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope, and method of approach.

Define personnel, consultants, and resources, available to meet the City's requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by City.

TAB 5**Forms and Other Documentation**

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, 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, 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. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

PROPOSAL FORM

Please indicate the category(ies) your company would like to be considered for by checking the appropriate box(es) below:

| | |
|--------------------------|---|
| <input type="checkbox"/> | Civil Engineering |
| <input type="checkbox"/> | Transportation Engineering |
| <input type="checkbox"/> | Architectural Design |
| <input type="checkbox"/> | Landscape Architect (Includes Land Planning) |
| <input type="checkbox"/> | Construction Engineering and Inspection (CEI) Services |
| <input type="checkbox"/> | Geo-Technical, Construction Materials Testing and Inspection Services |
| <input type="checkbox"/> | Surveying and Mapping Services |



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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: | | |



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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: _____



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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



RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)

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. | | |
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| 2. | | |
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| 3. | | |
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| 4. | | |
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| 5. | | |
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| | | |
| | | |
| | | |

Signature and Date _____

Title/Company _____



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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 _____



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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: _____



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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.



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

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 by means of physical presence or online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [CONTRACTOR's Name] to the same.

Print Name: _____

My Commission Expires: _____

Notary Seal:



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**AFFIDAVIT OF COMPLIANCE WITH
ANTI-HUMAN TRAFFICKING LAWS**

The undersigned, on behalf of the contractor listed below (“CONTRACTOR”), hereby attests under penalty of perjury as follows:

The CONTRACTOR, by signing this affidavit as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 20____, by _____, as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [CONTRACTOR’S Name] to the same.

Notary Seal

Print Name: _____

My commission expires: _____



**RFQ NO. 25-001
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

NOTICE OF REQUEST FOR QUALIFICATIONS

The City of Greenacres, Florida is accepting sealed proposals for RFQ No. 25-001 CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA). Proposals must be submitted online through DemandStar on or before **Thursday, October 3, 2024 at 3:00 PM**. **Any proposal received after the designated closing time will be returned unopened.**

All proposals shall be submitted online through DemandStar. Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such 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. 25-001

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:

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

REMARKS: _____

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