

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL DESIGN AND SERVICES FOR THE COMMERCIAL REHABILITATION PROGRAM

RFQ # 11-02-04



The City of Miramar Commission:

**Mayor Lori C. Moseley
Vice Mayor Winston F. Barnes
Commissioner Alexandra P. Davis
Commissioner Yvonne Garth
Commissioner Troy R. Samuels**

**Robert Payton, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: Tuesday, February 8, 2011

CLOSING DATE: Tuesday March 8, 2011, AT 2:00 PM EST

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INSTRUCTIONS FOR MAILING AN OFFER IN RESPONSE TO A FORMAL REQUEST FOR QUALIFICATIONS

Each Offer submitted to the City of Miramar ("City") will have the following information clearly marked on the face of the envelope:

- a) Offeror's name and return address;
- b) Solicitation number;
- c) The Solicitation Due Date & Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Offer being deemed "Non-Responsive" if the City determines that the Offer resulted in prejudice to other Offerors. The Offerors shall have no grounds to protest, should such Offers that have failed to include the information described above be opened in error.

All Offers must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An electronic file, one unbound one-sided original and six (6) bound copies (**a total of seven [7]**) of the complete Offer must be received by the deadline for receipt of Offers specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope (preferably the one provide by the City) or container stating on the outside the Offeror's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date & Time, to:

**OFFICE OF THE CITY CLERK
THE CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Offers submitted at the same time for different Request for Qualifications shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Offers not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING AN OFFER TO
THE OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME
OF:**

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY OFFER RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR QUALIFICATIONS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE OFFERS SHALL NOT BE CONSIDERED.

Hand-carried Offers may be delivered to the above address during the City's regular business hours, Monday through Thursday, excluding holidays observed by the City, but not beyond the Due Date and Time. Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Offer must be signed by an authorized officer of the Offeror who is legally authorized to enter into a contractual relationship in the name of the Offeror. The submittal of an Offer by an Offeror will be considered by the City as constituting an Offer by the Offeror to perform the required services, and/or provide the required goods, at the price stated by the Offeror.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1

DEFINITIONS

The term "Chief Procurement Officer" shall refer to the director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract that may result from this Request for Qualifications.

The terms "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.

The terms "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Offeror in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

The term "Offer" shall refer to any offer(s) submitted in response to this Request for Qualifications.

The terms "Offeror" shall refer to anyone submitting an Offer in response to this Request for Qualifications.

The term "Procurement Department" shall refer to the Procurement Department of the City of Miramar.

The terms "Provider" or "Successful Offeror" shall refer to the Offeror receiving an award as a result of this Request for Qualifications.

The terms "Request For Qualifications", "RFQ" or "Solicitation" shall mean this Request for Qualifications, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.

The terms "SubContractor" and "SubConsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Offeror, who contract with the Successful Offeror to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Offeror.

The terms "Work", "Services", "Program", "Project" or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Offeror in accordance with the Scope of Services and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR QUALIFICATIONS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service (USPS). Offerors are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Offeror. **DemandStar does not charge a fee for registering for the City of Miramar only.**

Offerors choosing to register with DemandStar may do so on-line at www.demandstar.com or by requesting a faxed registration form from (800) 711-1712. **Note: If you are already registered with DemandStar for Miramar or Broward County, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Offeror's contact person, the potential Offeror's name, complete address to be mailed to, telephone number, and fax number.

Offerors who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Offerors are solely responsible for those risks.

1-3

CONE OF SILENCE

Offerors are hereby notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising and until the City Commissioners approve an award, there is a prohibition on communication by Offerors (or anyone on their behalf) with the City's professional staff. This prohibition does not apply to oral communications at Pre-Offer conferences, oral presentations before evaluation committees, contract negotiations, public presentations made to the City Commissioners during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission of matters not concerning this Solicitation.

Any questions, explanations or other requests desired by Offeror(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Offeror shall render their Offer to be deemed non-responsive, and any award to the Offeror voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department
The City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3054
Facsimile: (954) 602-4466

1-4

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Offeror to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Offeror of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Offeror is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State and Federal Statutes, Rules, or Regulations.

b) Additional Information/Addenda

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven (7) working days prior to the Solicitation Due Date & Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address and telephone number.

2) The Procurement Department will issue a response to any inquiry, if deemed appropriate, by written addenda to the Solicitation, issued prior to the Solicitation Due Date & Time. The Offeror shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail.

3) It is the Offeror's responsibility to ensure receipt of all addenda and substitute Offer Forms. It is the Offeror's further responsibility to verify with the Procurement Department, prior to submitting an Offer, that all addenda have been received. The Offeror shall submit the Offer form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Offer.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be:

the last addendum issued, the Specifications or Statement of Work or Scope Of Services, the Special Conditions, the General Terms and Conditions, and the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Offeror to verify the Due Date and time by call the City's Procurement Office at (954) 602-3054.

1-5

PREPARATION AND SUBMISSION OF AN OFFER

a) Preparation/Submission.

1) The Offer Forms shall be used when submitting an Offer. Use of any other forms shall result in the Offeror's submittal being deemed "Non-Responsive."

2) The Offer will either be typed or completed legibly in ink. The Offeror's authorized agent will sign the Offer Forms in ink, and all corrections made by the Offeror shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Offer.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Offer shall not be considered.

4) The apparent silence of the Scope of Services and any amendment regarding any details or the omission from the Scope of Services of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Scope of Services shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving any funding from the City.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "[a]ny person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide goods and/or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

e) Drug-free Workplace Preference.

All Public Bids or Offers are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Program as defined in Section 2-260 of the City's Code. The City grants a preference to a business with a drug-free workplace program, whenever two (2) or more Offers are equal with respect to price, quality, and services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes and any other applicable state law. All Offerors shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

f) Anti-Kickback Affidavit.

All Offerors shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

g) Non-Collusion Declaration.

All Offerors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Offer in connection with the Work for which their Offer has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Offer or of any other Offeror, or to fix any overhead, profit, or cost elements of the Offer price or the Offer price of any other Offeror, or to secure through any

collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work. All Offerors shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

h) Non-Discrimination Affidavit.

All Offerors shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of services. Offerors shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. All Offerors shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

i) Business/Vendor Profile Survey.

All Offerors shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Offerors shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Offer, the Successful Offeror acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, of Florida Statutes. Offerors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Offer, or at the time of occurrence of the Conflict of Interest thereafter.

m) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Offeror acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending an offeror for the award of any Contract.

1-6

MODIFICATION OR WITHDRAWAL OF AN OFFER

a) Modification of an Offer.

Any modification of an Offer by the Offeror shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date & Time. The Offeror shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Offeror stating that the new submittal supersedes the previously submitted Offer. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition, the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Due Date & Time.

b) Withdrawal of an Offer.

An Offer may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date & Time. An offer may also be withdrawn after one-hundred and eighty (180) calendar days after the Solicitation Due Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Offeror.

1-7

LATE OFFERS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Offers received after the Solicitation Due Date & Time shall not be accepted, opened, or considered. Modifications of Offers received after the Solicitation Due Date & Time shall also not be accepted or considered. Withdrawals of Offers received after the Solicitation Due Date & Time or prior to the expiration of one-hundred and eighty (180) calendar days after the Solicitation Due Date & Time shall not be accepted or considered.

1-8

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Offers, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Offers received as a result of this Solicitation.

1-9

COST OF OFFERS

All expenses involved with the preparation and submission of Offers to the City, or any work performed in connection therewith, shall be borne by the Offeror(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Offeror(s) prior to commencement of work as defined by a Contract duly approved by the City Commission.

1-10

ORAL PRESENTATIONS

The City may require Offerors to perform an oral presentation in support of their Offers or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Offerors with as much advance notice as possible prior to the date of such a presentation.

1-11

EXCEPTIONS TO THE SOLICITATION

Offerors may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Offeror's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Offer with the exception, reject the entire Offer due to the exception taken, or deem the Offer non-responsive. **OFFERORS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions or accept any Offer with an exception. Offerors are reminded that they may submit one Offer without exceptions and an alternate Offer with exceptions.

1-12

PROPRIETARY/CONFIDENTIAL INFORMATION

Offerors are notified that all information submitted as part of, or in support of Offers, will be available for public inspection after opening of the Offers, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Offers in person must make an appointment by calling the Office of the City Clerk at (954) 602-3019, and referencing the Solicitation number.

All Offers submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Offer, in its best interest. Acceptance or rejection of any Offer shall not nullify the City's rights hereunder.

1-13

EVALUATION OF OFFERS

a) Rejection of Offer.

1) The City may reject any Offeror's submittal and award to the next highest scoring, responsive, responsible Offeror;

or

The City may reject and re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Offer if the Offeror does not accept, or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) An Offer will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Offeror must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Offeror's facilities and site or hold a pre-award qualification hearing to determine if the Offeror possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Offeror, including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Offeror to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor, if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

e) Copy of Abstract of Offers.

The Offeror who desires to receive a copy of the Abstract of Offers (i.e., Bid Tabulation/Tally Sheet) shall enclose a self addressed/stamped envelope (correct size of envelope and postage is a must depending on the amount of information involved,) plus a fee of \$1.00 (check or money order (**do not send cash**), payable to the City of Miramar, for any reproduction costs when submitting its Offer. Unless the fee and postage accompany the Offer or a subsequent request, a copy of the Abstract of Offers will not be sent. A copy will be made available through www.DemandStar.com. A copy may also be requested in person from the Procurement Department at 2300 Civic Center Place, Miramar, Florida 33025, by providing the reproduction and mailing costs of \$1.00 payable to the City of Miramar. Offer results will not be given out by telephone or facsimile.

1-14 NEGOTIATIONS

Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, in its sole discretion, reserves the right to enter into Contract negotiations for an individual project or projects with the highest evaluation scoring, responsive, responsible Offeror. If the City and said Offeror cannot negotiate a successful Contract, the City may terminate said negotiations and begin negotiations with the next highest evaluation scoring, responsive, responsible Offeror. This process will continue until a Contract acceptable to the City has been executed or all Offers are rejected. No Offeror shall have any rights against the City arising from such negotiations or termination thereof.

1-15 AWARD OF A CONTRACT

a) Contract.

This Solicitation may contain a sample of the Contract entitled “**SAMPLE CONTRACT**”. After award, a Contract **similar** to the Sample Contract, inclusive of all attachments and any modifications that the City, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Offeror pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Specifications. The Successful Offeror shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Offeror is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award any Contract to the next highest scoring, responsive, responsible Offeror.

c) Independent Contractor.

The Successful Offeror shall be a contractor operating independently from the City. All employees and contractors to the Successful Offeror shall be considered to be, at all times, the sole employees or contractors of the Successful Offeror under its sole discretion and not an employee, Contractor, or agent of the City, nor shall employees and contractors to the Successful Offeror enjoy any privity of contract with the City. Neither the Successful Offeror nor any of its employees shall receive any City benefits available to employees of the City. The Successful Offeror shall supply competent and physically capable employees and contractors. The City may require the Successful Offeror to

remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to one hundred and eighty (180) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Offeror in writing of such extensions. Additional extensions beyond the first one hundred and eighty (180) day extension may occur, if approved by the City's Commission with the mutual agreement of the City and the Successful Offeror.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in any Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Offeror's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The City is not obligated to place any order for a given amount or quantity subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluated scoring, responsive, responsible Offeror meeting specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is hereby agreed and understood that any Contract does not constitute the exclusive rights of the Successful Offeror to receive all orders that may be generated by the City in connection with the types of products and/or services requested, unless otherwise stated herein.

1-16**RIGHT OF APPEAL**

a) After a notice of intent to award a contract is posted by the City on the City Clerk's Notice Board and on the City's website, www.ci.miramar.fl.us/cityclerk/sunshine, any actual or prospective bidder who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may file a protest with the Chief Procurement Officer. A protest must be filed within five (5) business days after posting the notice of award or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the deposit required in Section b is received by the Chief Procurement Officer.

b) The City shall require a deposit from a protester to compensate the City for the expense of administering the protest. If the protest is decided in the protestor's favor, the entire deposit shall be returned to the protestor. If the protest is not decided in the protestor's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent (1%) of the amount of the pending award or five thousand (\$5,000.00) dollars.

1-17**OFFEROR AND RESULTING CONTRACTOR OBLIGATIONS**

a) Rules, Regulations, Licensing, and Other Requirements.

The Offeror shall comply with all laws and regulations applicable to the goods and/or services contained in this Solicitation. The Offeror is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the goods and/or services offered.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable.

1-18**REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

All Contracts with the City for purchase of supplies, materials, or services, including professional services which involve the expenditure of \$25,000 or more, shall require that the Offeror submit with its Offer a listing of all first-tier subcontractors or

subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Offeror. In addition, the Successful Offeror shall not change or substitute subcontractors, subconsultants or suppliers from those listed in the Offer except upon written approval of the City.

All Offerors shall submit the completed Offer form entitled **“OFFEROR’S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS”** with their Offer. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE OFFER NON-RESPONSIVE.**

SECTION 2

SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A LIBRARY OF LICENSED ARCHITECTS TO PROVIDE SERVICES FOR THE COMMERCIAL REHABILITATION PROGRAM WHICH IS FUNDED BY THE FEDERAL GOVERNMENT (CDBG) FOR THE CITY OF MIRAMAR.

In accordance with Florida State Statute 287.055, known as the "Consultants' Competitive Negotiation Act", the purpose of this Solicitation is to establish a pool of consultants to be used to purchase the Services as specified herein from a qualified entity that will provide prompt and efficient professional services. Specifically, to provide professional services including but not limited to design, cost estimating, and construction management services for commercial façade rehabilitation projects.

Upon review of the qualifications and acceptance, firms will be evaluated and ranked. All firms obtaining at least a score of 75 points will be added to the pool. Upon approval by the City of a commercial rehabilitation project, firms will be short-listed.

Licensed Architects will be expected to perform the following Services:

- Design project
- Cost estimating
- Construction management
- Abide by and adhere to all conditions and requirements of the rehabilitation programs
- Provide scope of services in a timely manner and work within the budget
- Effectively practice sound financial business practices and fiscal responsibility
- Establish and maintain a professional and pleasant rapport with the City and property owners
-

2-2

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

RFQ advertised	Tuesday, February 8, 2011
Solicitation available for distribution:	Tuesday, February 8, 2011
Deadline for receipt of questions: Time:	Thursday, February 17, 2011 4:30 PM EST

Deadline for receipt of Offers:
Time:

Tuesday, March 8, 2011
2:00 PM EST

The above schedule is approximate and may be altered at any time, as best meets the needs of the City.

2-3

TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE

The Contract resulting from this Solicitation shall commence upon the date of execution and shall remain in effect for a period of two (2) years with a one (1) year renewal option at the City's sole discretion.

2-4

METHOD OF AWARD: TO THE HIGHEST EVALUATION SCORING, RESPONSIVE, RESPONSIBLE OFFEROR

When a commercial rehabilitation project is approved by the City, a selection committee shall choose from the Architect Pool and reduce the number of offerors (short-list) to at least three (3) of the highest ranking firms for the purpose of issuing a task order for the project.

Prior to short-listing the firms, the selection committee may request presentations from all Offerors or the committee may hold discussions with all short-listed offerors. Such discussions may encompass formal presentations by each offeror. The requirements of presentations or discussion will be the same for each offeror short-listed.

The voting members of the selection committee, after discussions/presentations by each short-listed offeror, will vote on the final ranking. The ranking of offerors shall indicate the committee's view of the offeror that will best serve the interest of the City. This process will be followed for each project or groups of projects at the City's discretion.

The selection committee will attempt to negotiate a task order with the highest-ranked offeror to perform services at a compensation and terms which the committee determines to be fair and reasonable. If the committee is unable to negotiate a satisfactory task order with the offeror obtaining the highest ranking, negotiations with that offeror shall be formally terminated. The negotiation committee then shall undertake negotiations with the second-ranked offeror. If these negotiations also prove unsatisfactory, negotiations shall again be terminated and the committee will negotiate, in turn, with each offeror in accordance with their ranking by the committee, until an agreement is reached or the short-list is exhausted. When a short-list is exhausted, the committee shall select additional offerors with which to attempt to negotiate a task order, in the order of their competence and qualifications.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

Payment for services will partially be from the property owner and partially from the City (CDBG Funds). Invoices shall be submitted to the property owner and the City.

2-6

INSURANCE

The Successful Offeror agrees that he or she will, in the performance of work and services under the Contract, comply with all Federal, State and Local laws and regulations now in effect or hereinafter enacted during the term of the Contract, and any renewal(s), that are applicable to the Successful Offeror, its employees, agents or subcontractor, sub-consultants, if any, with respect to the Work and Services described herein.

The Successful Offeror shall obtain at Successful Offeror's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, Professional Liability Insurance, and all other insurance required by law. The Successful Offeror shall maintain such Insurance in full force and effect during the life of the Contract. The Successful Offeror shall provide to the City's Risk Manager certificates of all insurances required under this section prior to beginning any Work under the Contract.

The Successful Offeror shall maintain in full force and effect during the life of the Contract, Workers' Compensation insurance covering all employees in performance of Work under the Contract. The Successful Offeror shall make this same requirement of any of its Subcontractors and subconsultants.

The Successful Offeror shall indemnify and save the City harmless from any damage resulting to them for failure of either the Successful Offeror or any of their Subcontractors and/or subconsultant to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Successful Offeror agrees to maintain during the term of the Contract:

PROFESSIONAL LIABILITY	\$1,000,000
WORKERS' COMPENSATION	Statutory Amount

Neither the Successful Offeror nor any of their Subcontractors and/or subconsultants shall commence Work under the Contract until they have obtained all

insurance required under this section and have supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

All certificates must be approved by the City.

ALL INSURANCE COMPANIES PROVIDED SHALL be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida.

All policies shall be Occurrence, not Claims Made forms (except for professional liability).

The Successful Offeror's liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured (except for professional liability). The Successful Offeror's liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Offeror shall be responsible for all deductibles and self-insured retentions on the Successful Offeror's liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

2-7

CONTENTS OF OFFER

a) The Offer must consist of one part: the Technical Offer.

1) The Technical Offer:

i) Cover page.

The form entitled **OFFER COVER PAGE (SECTION 5)** is to be used as the cover page for the Technical Offer. This form must be fully completed and signed by an authorized officer of the Offeror submitting the Offer.

ii) Table of contents.

The table of contents should outline in sequential order the major areas of the Offer. All pages of the Offer, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

iii) Executive summary.

Each Offeror shall provide a brief summary describing the Offeror's ability to perform Work requested in this Solicitation, a history of the Offeror's background and experience providing services, the qualifications of the Offeror's personnel to be assigned to this project, the subcontractors, subconsultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this Solicitation which the Offeror deems relevant, including restating any exceptions to this Solicitation. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Offeror, staff, subcontractors, subconsultants, and/or suppliers.

iv) Required Information.

Offerors shall provide documentation that demonstrates their ability to satisfy any of required information contained herein. Offerors who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed non-responsive. If a prescribed format or required documentation for the response to information requirements is listed below, Offerors should use said format and supply said documentation to be considered responsive.

A) See form entitled **OFFEROR REQUIRED INFORMATION FORM (SECTION 7)**.

v) Technical information.

A) Describe the Offeror's approach to organization/management and the responsibilities of Offeror's management and personnel that will perform Work on the Contract; describe method employed to ensure safety, prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all Work. Describe the organization's quality initiative program and the type of measuring (or benchmarking) system used to ensure continuous improvement and quality control.

1). Describe your understanding of the scope of services for this engagement. Include your overall approach, general project timeline by phases, tasks, hours, and any additional expected deliverables.

2) Describe your capabilities to perform the architectural services related to commercial façade rehabilitation projects.

3) Describe your experience working with government program, publicly funded commercial rehabilitation projects.

B) Provide relevant background information on your firm(s), including a brief history, firm ownership, organizational structure, location of headquarters, number and location of offices.

C) List any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office.

D) Provide a description or information concerning or substantiating each of the requirements below:

1) Drug-free Work Place.

2) Employee drug testing program.

3) Offeror's experience, past performance, financial capabilities, violations, and litigations.

4) Offeror's social responsibility, charitable acts and contributions, and benevolence programs.

5) Offeror's internal, organization-wide green and environmental programs and initiatives.

E) State the number of years that the Offeror has been in business, and the number of years in business operation under the Offeror's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each such business. Failure to include such information will be deemed by the City as an intentional misrepresentation, and will render the Offeror's Offer non-responsive.

F) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Offeror is either performing or has

completed within the last five years. Describe the Offeror's qualifications and experience in the management of comparable projects in size and scope. The specific role of the Offeror in any project which is referred to with regard to the Offeror's experience shall be described in detail. **The Offeror shall submit a completed Standard Form 330 (SF-330).** The description should identify for each project:

1) The name and size of client, address, telephone number and the name of the contact person;

2) A description of the required Work;

3) The contract period and duration;

4) A statement or notation as to whether the Offeror was a prime contractor or subcontractor, subconsultant, or supplier; and

5) The result of the project.

G) List any and all contracts the Offeror has performed for the City.

H) Describe any other experiences related to the Work or Services described in **SECTION 3, SCOPE OF SERVICES**.

I) Offerors shall include audited Financial Statements for the last three (3) years.

J) Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Offeror, any of its employees (while in the performance of their duties), subcontractors or subconsultants is or has been involved within the last three (3) years.

K) Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Offeror any of its employees (while in the performance of their duties), subcontractors or subconsultants within the last five (5) years.

L) Does your firm have errors and omissions insurance? If so, please identify the carrier and amounts.

vi) Key personnel and subcontractors performing services.

A) Provide an organizational chart showing all individuals, including their titles, who will perform any Work under the Contract. This chart must clearly identify the Offeror's employees and those of the subcontractors or subconsultants.

B) Describe the expertise of your firm's professional staff for both the local office and the total organization. Describe the experience, qualifications, and other vital information, including relevant experience on similar contracts, of all key individuals and subcontractors or subconsultants who will perform Work under the Contract. This information shall include functions to be performed by the key individuals and the subcontractors or subconsultants. Include the number of professionals in each of the following categories:

- 1) Licensed Architects
- 2) Licensed Engineers
- 3) Unlicensed technical support staff
- 4) Administrative staff

C) Describe the team that would serve our account. List each team member's role on this engagement, professional designation, qualifications, experience, education, and clients with similar services. Describe how the members of the team will interact and coordinate Service and how other consulting staff may be used to enhance the project.

D) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to the Contract, including any subcontractors or subconsultants. The phrase "all key personnel" includes all partners, managers, seniors and

other professional or technical staff that will perform Work under the Contract.

E) List names and addresses of all first tier subcontractors, subconsultants, or suppliers, who will perform and/or provide Work or Services under the Contract.

vii) Affidavits and Acknowledgements.

A) OFFER COVER PAGE (SECTION 5)

**B) ADDENDA ACKNOWLEDGEMENT FORM
(SECTION 6)**

C) OFFEROR INFORMATION FORM (SECTION 7)

**D) OFFEROR'S DISCLOSURE OF
SUBCONTRACTORS, SUBCONSULTANTS, AND
SUPPLIERS (SECTION 8)**

**E) DRUG-FREE WORKPLACE AFFIDAVIT
(SECTION 9)**

F) ANTI-KICKBACK AFFIDAVIT (SECTION 10)

G) NON-COLLUSIVE AFFIDAVIT (SECTION 11)

**H) NON-DISCRIMINATION AFFIDAVIT
(SECTION 12)**

**I) BUSINESS/VENDOR PROFILE SURVEY
(SECTION 13)**

**J) FORM W-9 REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION
(SECTION 14)**

2-8 EVALUATION CRITERIA

Following the closing of the Solicitation, the Offers will be evaluated by a Selection Committee appointed by the City. The Selection Committee may comprise of any combination of the following types of individuals: City personnel and representatives (consultants, citizens, etc.) selected by the City, with the appropriate experience and/or

knowledge, striving to ensure that the committee is well balanced. The scoring of Offers is based on a point total and not a percentage factor.

a) Technical Offer evaluation.

The Selection Committee will first evaluate and rank responsive Offers on the Technical criteria listed below. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points for all Technical Criteria. An Offeror may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its Offer as judged by the Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1) Professional background and experience of firm's staff members who would be assigned to the design team	15
2) Previous background and experience of consultants selected to supply the major disciplines necessary to design the project	10
3) Previous experience working with government program, publicly funded commercial rehabilitation projects, or rehabilitation experience	15
4) Previous experience in commercial rehabilitation projects	10
5) Previous experience in the construction management activities	10
6) Previous experience in construction cost estimating	10
7) Previous experience working with local regulatory agencies and their permitting requirements	8
8) Previous experience working with other government clients	9
9) LEAD safety certification from EPA approved Training	8
10) General overall impressions of firm	5

2-9**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Offeror understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Offeror agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-10**MINIMUM WAGE BASED ON FEDERAL LAW**

The wage rate paid to all laborers, mechanics, apprentices, technical and administrative staff employed or contracted by the Successful Offeror for the Work under the Contract shall not be less than the minimum wage rate established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Department.

2-11**POINT OF CONTACT**

For any additional information regarding the specifications and requirements of this Solicitation, contact the Procurement Department at (954) 602-3054.

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SECTION 3 SCOPE OF SERVICES

3-1 SCOPE OF SERVICES

GENERAL DESCRIPTION: The City of Miramar proposes to identify highly qualified licensed Architects who can provide services for the commercial rehabilitation program, which is funded by the federal government (CDBG) for the City of Miramar. Licensed Architects with significant experience in executing projects will receive consideration to join the Architect Pool.

Upon review of the qualifications and acceptance to the Architect Pool, firms will be short-listed as projects become available. In addition, the Successful Offeror(s) may be asked to execute Continuing Services agreements.

The types of services to be rendered involve design, cost estimating, and construction management for commercial façade rehabilitation projects.

Licensed Architects will be expected to perform the following Services:

- Design project
- Cost estimating
- Construction management
- Submit permits for construction repairs as required
- Abide by and adhere to all conditions and requirements of the rehabilitation programs
- Provide scope of services in a timely manner and work within the budget
- Effectively practice sound financial business practices and fiscal responsibility
- Establish and maintain a professional and pleasant rapport with the City and property owners

SCOPE OF SERVICES FOR THE PROJECT: The CONSULTANT shall provide all necessary professional design and engineering services for the complete execution of the Scope of Services described herein, including, but not limited to planning, landscape architecture, architecture, civil, structural, electrical, environmental, utility locations, specifications writing, cost estimating, scheduling, value engineering, quality assurance and quality control, and PROJECT management. The CONSULTANT may be required to attend meetings, make site visit(s), conduct research, interviews, investigations, and surveys, or perform other activities to advance, perform, and complete the work.

Task 1 -- Design Review Meeting: The CONSULTANT shall be responsible for scheduling a design review meeting with the property owner and City staff. The meeting will be held to address design-related issues.

- **Deliverables:** The CONSULTANT shall submit to City staff for review and approval the following:
 - Three (3) full size set of drawings
 - One (1) cost estimate

Task 2 – Permit Plans: The CONSULTANT shall complete permit-ready plans.

The CONSULTANT shall make all revisions to the drawings and specifications necessary to obtain approval of the PROJECT. The revisions made to the PROJECT due to the permitting requirements shall become the defined PROJECT to be used for CONTRACT AWARD.

Task 3 – Contract Negotiations: The CONSULTANT shall assist the CITY in evaluating the construction bids received. The CONSULTANT shall provide to the CITY a written recommendation for an award of a Contract to the lowest, responsive, responsible CONTRACTOR.

Task 4 – Construction Management Services: The CONSULTANT shall provide Services to assist the CITY in managing the construction of the PROJECT as per the drawings and specifications developed under this Agreement.

The following are general requirements for the performance of Task 4:

- **Permits:** The CONSULTANT shall coordinate with affected public agencies and permitting agencies having jurisdiction. The CONSULTANT shall notify all agencies as needed of PROJECT commencement and request and obtain permit extensions as needed.
- **Meetings:** The CONSULTANT shall attend a pre-construction meeting. The meeting will be at a location to be determined by the CITY. The purpose of the meeting will be to review the overall PROJECT, Scope of Services of the CONSULTANT and the CONTRACTOR.

The CONSULTANT shall also attend construction progress meetings and other meetings at the request of the CITY, as necessary, for the successful administration, management, and technical execution of the Scope of Services.

- **Reports:** The CONSULTANT shall prepare progress reports for each contractor invoice seeking payment.

The CONSULTANT shall prepare invoices for the professional Services and expenses provided to the CITY. Invoices shall be submitted in a format prescribed by the CITY, with supporting documentation. The invoice shall include a summary of the proposed hours and costs, the current period's hours

and costs, and the hours and costs to-date. The hours and costs shall be identified for each discipline and personnel classification.

The CONSULTANT's reports and invoices may be submitted together. Invoices received without reports will not be processed by the CITY. Invoices will be held by the CITY until any reports due have been submitted. Invoices preceded by unacceptable reports or schedules, e.g., format, insufficient or inaccurate information, etc., or without an updated schedule, will be returned by the CITY as noted for the deficiencies to be corrected.

- **Schedules:** The CONSULTANT shall respond to the CITY in the time established herein for each task.

The Services to be provided by the CONSULTANT include, but are not limited to, the following:

- **Site Visits:** The CONSULTANT shall make visits to the site when invoices for payment draws are submitted and when issues arise that necessitate on-site meetings.
- **Project meetings:** The CONSULTANT shall attend progress meetings as scheduled.
- **Contract Document Revisions:** The CONSULTANT shall revise contract documents when required by a shop drawing, material or product substitution. The CONSULTANT shall promptly review any RFI, RCO, or CO request made by the CONTRACTOR and the CONSULTANT shall make appropriate recommendations to the CITY, and submit the revised documents to the PROJECT MANAGER for approval. Contract revisions shall be made and returned within five (5) working days of knowledge of need for a revision.
- **Defective Work:** The CONSULTANT shall have authority to disapprove or reject CONTRACTOR's Work while it is in progress, if, on the basis of such observations, CONSULTANT believes that such Work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.
- **Clarifications and Interpretations; Field Orders:** The CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- **Change Orders and Work Change Directives:** The CONSULTANT shall review Change Orders and Work Change Directives made to the CITY, as appropriate, and make a recommendation.
- **Substitutes and “or-equal”:** The CONSULTANT shall evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR, and make recommendations to the CITY for final determination.
- **Inspections and Tests:** The CONSULTANT shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. CONSULTANT’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.
- **Disagreements between Owner and CONTRACTOR:** The CONSULTANT shall render formal written decisions on all claims of the CITY and CONTRACTOR relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to the CITY or CONTRACTOR and shall not be liable in connection with any decision rendered in good faith in such capacity.
- **Applications for Payment:** The CONSULTANT shall, based upon their observations as an experienced and qualified design professional, and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that CONSULTANT recommends CONTRACTOR to be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT’s representation to the CITY, based on such observations and review, that, to the best of CONSULTANT’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR’s being entitled to such payment appear to have been fulfilled insofar as it is CONSULTANT’s responsibility to observe the Work. In the case of unit price Work, CONSULTANT’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT's review of the Work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with Laws and Regulations applicable to the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the CITY and CONTRACTOR that might affect the amount that should be paid.
- **Substantial Completion:** Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with the CITY and CONTRACTOR, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of the CITY, CONSULTANT considers the Work substantially complete, CONSULTANT shall deliver a certificate of substantial completion to the CITY and CONTRACTOR.
 - **Final Notice of Acceptability of the Work:** Conduct a final payment inspection to determine if the completed Work of CONTRACTOR is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is acceptable to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the Services provided by CONSULTANT under this Agreement.

TIME FOR COMPLETION: The CONSULTANT's services for Task 4 shall commence on the day of the Pre-Construction Meeting which is still to be determined. The total time for completion of Task 4 shall equal the duration of the PROJECT as determined by the CONSULTANT or until the PROJECT construction activities, inclusive of PROJECT closeout, are complete.

SECTION 4

SAMPLE AGREEMENT

4-1
SAMPLE AGREEMENT

**ARCHITECTURAL/ENGINEERING
SERVICES AGREEMENT**

THIS AGREEMENT is made between the CITY OF MIRAMAR, FLORIDA, a
Florida municipal corporation ("CITY"),

AND

_____(ARCHITECT"), whose principal place of business is

WHEREAS, CITY, pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and the Code of the CITY, properly issued a Request for Qualifications (RFQ No. _____) for professional architectural services for the commercial rehabilitation program which is funded by the federal government (CDBG)("Project"); and

WHEREAS, ARCHITECT is being selected for such services pursuant to Resolution No. ____; and

WHEREAS, ARCHITECT and CITY, through mutual negotiation, have agreed upon a scope of services and fee for such Services; and

WHEREAS, ARCHITECT is willing and able to perform these Services for CITY within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

WHEREAS, CITY desires to engage ARCHITECT to perform the Services specified herein under the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, CITY and ARCHITECT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The services to be rendered by ARCHITECT shall commence on _____, 201_.

1.2 Upon the request of CITY, ARCHITECT shall provide professional architectural services for the Project pursuant to the Scope of Services set forth in Exhibit "A" of this Agreement, attached hereto.

SECTION 2. ARCHITECT'S RESPONSIBILITIES

2.1 ARCHITECT agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines as set forth in CITY's Code and all other applicable laws, ordinances and governmental rules, regulations and orders, now or at any time during the term of this Agreement.

2.2 ARCHITECT's responsibilities under this Agreement shall be performed entirely and exclusively by _____, Inc..

2.3 ARCHITECT shall provide CITY with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

2.4 ARCHITECT agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a CITY facility and all site visits relating to such Work shall take place with a CITY representative present.

2.5 ARCHITECT agrees that its Services are to be performed within the limits prescribed by the CITY and with the usual thoroughness and competence of the ARCHITECT's profession.

2.6 ARCHITECT is prepared to begin Work on the Project immediately upon receipt of this executed Agreement. ARCHITECT, in consultation with CITY, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, attached as Exhibit "C".

SECTION 3. CITY'S RESPONSIBILITIES

3.1 In exchange for the services to be performed by ARCHITECT, outlined above in Section 1 and Exhibit "A" of this Agreement, CITY agrees to compensate ARCHITECT pursuant to the Scope of Basic Design Services, attached hereto as Exhibit "B".

3.2 CITY shall be responsible for the payment to ARCHITECT of the reimbursable expenses listed in Exhibit "B", not to exceed the total amount of _____. In order to be eligible for reimbursement, individual expenses in excess of \$250 must have prior written approval from the City Manager or his designee.

3.3 Compensation shall be invoiced by ARCHITECT and paid by CITY as follows: ARCHITECT shall submit monthly invoices to CITY for review. Each invoice shall indicate the original fee estimate for the Service provided, the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by ARCHITECT during the previous billing period shall be due and payable as of the date of invoice, and shall be paid by CITY no later than the thirtieth (30th) day

after the date of invoice, unless some other mutually agreeable period of required payment is established. The final invoice will be subject to CITY approval.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. ARCHITECT shall begin Work promptly after receipt of a fully executed copy of this Agreement from CITY and complete the Project within the completion timeframes established in the Project Schedule as set forth in Exhibit "C". With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if CITY approves such extensions in writing.

4.2 TERMINATION - For Convenience - This Agreement may be terminated by CITY for convenience upon thirty (30) calendar days' written notice to ARCHITECT. In the event of termination by CITY, ARCHITECT shall be paid for all authorized services rendered to the date of such termination. The amount payable to ARCHITECT in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed, prior to ARCHITECT's receipt of notice of termination, for the applicable Work performed. In exchange for such payment, ARCHITECT shall turn over to CITY all work product which has been paid for by CITY. Under no circumstances shall CITY make payment for Services that have not been performed.

4.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event ARCHITECT abandons this Agreement or causes it to be terminated by CITY, ARCHITECT shall indemnify CITY against loss pertaining to this termination. In the event that CITY terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement by ARCHITECT. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. ARCHITECT has not performed Services on a timely basis as set forth in the Project Schedule, Exhibit "C";

- b. ARCHITECT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. ARCHITECT has failed to make prompt payment to subconsultants or suppliers for any Services;
- d. ARCHITECT has become insolvent or has assigned the proceeds received for the benefit of ARCHITECT's creditors, or ARCHITECT has taken advantage of any insolvency statute or debtor/creditor law or, if ARCHITECT's affairs have been put in the hands of a receiver;
- e. ARCHITECT has failed to obtain the approval of CITY where required by this Agreement;
- f. ARCHITECT has failed in the honoring of any warranties; or
- g. ARCHITECT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2 In the event ARCHITECT fails to comply with the provisions of this Agreement, CITY may declare ARCHITECT in default, notify ARCHITECT in writing, and give ARCHITECT fifteen (15) calendar days to cure the default. If ARCHITECT fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Section 5.3. In the event payment has been made for such professional Services not completed, ARCHITECT shall return these sums to CITY within ten (10) days after notice that these sums are due. Nothing in this Section shall limit CITY's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3 In the event of Default, ARCHITECT shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by CITY, including procurement and administrative costs.

5.4 CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right

to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 7. POLICY OF NON-DISCRIMINATION

ARCHITECT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. ARCHITECT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. Additionally, ARCHITECT has committed to meet the Minority Participation goals set forth in Exhibit "D."

SECTION 8. INDEPENDENT CONTRACTOR

ARCHITECT is an independent contractor under this Agreement. Personal services provided by ARCHITECT shall be by employees of ARCHITECT and subject to supervision by ARCHITECT, and not as officers, employees or agents of CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of ARCHITECT.

SECTION 9. ASSIGNMENT; AMENDMENTS

9.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARCHITECT, without the prior written consent of CITY.

9.2 This Agreement constitutes the entire agreement between ARCHITECT and CITY and all negotiations and oral understandings between the parties are merged herein.

9.3 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 10. INDEMNIFICATION/HOLD HARMLESS

10.1 ARCHITECT shall indemnify, defend and hold harmless CITY, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of ARCHITECT, its officials, agents, employees or subconsultants in the performance of the services of ARCHITECT under this Agreement, as further set forth and limited by applicable Florida Statutes.

10.2 ARCHITECT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 11, Insurance.

SECTION 11. INSURANCE

11.1 ARCHITECT shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to CITY, its officials, employees and volunteers. Any insurance maintained by CITY shall be in excess of ARCHITECT'S insurance and shall not contribute to ARCHITECT'S insurance.

11.2 Professional Liability. ARCHITECT shall furnish professional liability insurance coverage in an amount not less than \$2,000,000 with a deductible of \$100,000, per claim. ARCHITECT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date substantial completion of the project. Upon request of CITY, ARCHITECT shall make available for inspection copies of any claims filed or made against the policy during the policy term. ARCHITECT shall additionally notify CITY, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of \$100,000 during the policy term.

11.3 Certificate of Insurance. Prior to the execution of this Agreement, ARCHITECT shall provide to CITY and to CITY'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this. CITY reserves the right to require ARCHITECT to provide a certified copy of such policies upon written request by CITY. If a policy is due to expire prior to the completion

of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY Manager.

11.4 ARCHITECT shall be fully responsible to CITY for all errors and omissions of any approved subconsultants. Subconsultants shall have appropriate general liability, professional liability, and workers' compensation insurance, or be covered by ARCHITECT's insurance. ARCHITECT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the Work performed.

11.5 All insurance companies providing coverage shall be rated not less than "A VII" per Best's Key Rating Guide and be licensed to do business in Florida. City shall be named as an additional insured on general liability coverage. General liability coverage in the amount of \$2,000,000 shall include comprehensive, premises-operations, contractual liability, personal injury, products/completed operations, broad form property damage, independent contractors and cross liability and severability of interest clause. Workers compensation shall be established at the statutory amount. All policies, except professional liability, shall be Occurrence Made, not Claims Made, forms. The Architect shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

SECTION 12. REPRESENTATIVE OF CITY AND CONSULTANT

It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager, or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. ARCHITECT designates _____ as the representative of ARCHITECT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 13. COSTS AND ATTORNEY'S FEES

Should CITY successfully bring any manner of legal action against ARCHITECT, or successfully defend against any suit brought by ARCHITECT, arising out of or in connection with this agreement, ARCHITECT agrees to pay all reasonable attorney's fees as well as costs incurred by CITY in bringing or defending such an action, through and including all appeals. Should ARCHITECT prevail in such a case, CITY agrees to pay all reasonable attorney's fees as well as costs incurred by ARCHITECT in bringing or defending such an action, through and including all appeals.

SECTION 14. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR ARCHITECT:

Telephone:
Facsimile:

FOR CITY:

Robert A. Payton
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3304
Facsimile: (954) 602-3522

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 E. Broward Blvd., Suite 1900
Ft. Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

SECTION 15. CONFLICT-OF-INTEREST

15.1 To avoid any conflicts of interest, or any appearance thereof, ARCHITECT, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the CITY of the services to be performed. If after such notification the CITY reasonably determines that a material conflict exists, ARCHITECT will not perform such conflicting work. The conditions and requirements of this paragraph will also apply to any subconsultants utilized by ARCHITECT in completion of the Work tasks under this Agreement.

15.2 Furthermore, ARCHITECT covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the CITY in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to ARCHITECT, except as fully disclosed and approved by CITY. ARCHITECT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of ARCHITECT or its employees must be disclosed in writing to CITY.

SECTION 16. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 17. ACCESS AND AUDITS

ARCHITECT shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four (4) years after completion of this Agreement. CITY reserves the right to audit the records of the ARCHITECT related to the Services performed at any time during the execution of the Services and for a period of four (4) years after final payment for such Services is made.

SECTION 18. ANTI-LOBBYING

The ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARCHITECT to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ARCHITECT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to cancel this Contract without liability.

SECTION 19. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

SECTION 20. HEADINGS; CONFLICT OR BREACH OF PROVISIONS; WAIVER

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this

Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 21. WARRANTIES AND GUARANTEES

ARCHITECT warrants that its services are to be performed within the limits prescribed by CITY and with the usual thoroughness and competence of ARCHITECT's profession. ARCHITECT shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by ARCHITECT pursuant to this Agreement for four years after the date of acceptance of the Services by CITY. ARCHITECT shall, upon the request of CITY, promptly correct or replace all deficient Work due to errors or omissions directly related to the Services provided by ARCHITECT pursuant to this Agreement without cost to CITY.

SECTION 22. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

22.1 The term "data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

22.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of CITY and CITY shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by ARCHITECT. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement. All data that is required to be sealed and signed by a registered Professional Engineer in the State of Florida shall not be modified, changed or altered or used for other purposes than those intended without the express written permission of ARCHITECT.

22.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country. ARCHITECT hereby relinquishes or shall cause to be relinquished any and all copyrights and/or privileges to data developed or prepared under this Agreement without any additional payment to ARCHITECT therefore. ARCHITECT shall not include in the data any copyrighted matter unless ARCHITECT obtains the written approval of the City Manager or designee and provides said City Manager or designee with written permission of the copyright owner for ARCHITECT use such copyrights matter in the manner provided herein.

22.4 If this Agreement is terminated for any reason prior to completion of the Work, the CITY may, in its discretion, use any design and documents prepared hereunder for the purpose of completing the Project, provided that the CITY has paid for same.

SECTION 23. COMPLIANCE WITH LAWS

Architect shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the Services performed under the terms of this Agreement.

SECTION 24. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar and by ARCHITECT, by and through its _____, attested to and duly authorized to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Yvette M. McLeary
City Clerk

By: _____
Robert A. Payton
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.

FOR ARCHITECT:

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Dated: _____

Print Name: _____

(CORPORATE SEAL)

SECTION 5

OFFER COVER SHEET

OFFEROR'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF OFFEROR'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE:	FAX:
(_____) _____	(_____) _____
OFFEROR'S ORGANIZATION STRUCTURE:	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
OFFEROR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF OFFEROR'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
OFFEROR'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Offer is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 6
ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

OFFEROR:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 7 OFFEROR'S INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Offer being deemed as "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida business tax receipt type and number: _____
- (3) County (state county) business tax receipt license type and number: _____
- (4) City of Miramar business tax receipt license type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

OFFERORS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH OFFER

- (5) Describe experience providing Services/Commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 7
OFFEROR'S INFORMATION FORM (CONTINUED)

- (7) Please list five Government contract references:

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

SECTION 7
OFFEROR'S INFORMATION FORM (CONTINUED)

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 8
OFFEROR'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

SECTION 8
OFFEROR'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE

SECTION 9 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) 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.
 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

SECTION 9
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

**SECTION 10
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
)
COUNTY OF BROWARD) SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid, or compensation that may be received as a result of this response, will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 11

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) SS:

_____ being first duly sworn, deposes and says that:

a) He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Offeror that has submitted the attached
Offer;

b) He/she is fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;

c) Such Offer is genuine and is not collusive or a sham Offer;

d) 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 Offer in connection with the Work for which the attached Offer has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Offer or of any other Offeror, or to fix any overhead, profit, or cost elements of the Offer price or the Offer 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;

e) The price or prices quoted in the attached Offer 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.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 11
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 11
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)

)SS:

County of _____)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

Notary Public
State of Florida At Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 12
NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida at Large

(Printed Name)

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 13 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

A **Small Disadvantaged Business Enterprise (SDBE)** is defined as a small business concern that is at least fifty-one (51) percent beneficially owned and which is routinely managed by one or more of the following (Please identify your respective SDBE category):

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR OFFER NON-RESPONSIVE**

SECTION 14

Form W-9
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	2300 Civic Center Place Miramar, FL 33025
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

- Certify that you are not subject to backup withholding, or

- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.