

Southwest Ranches Council
Mayor Steve Breitzkreuz
Vice Mayor Gary Jablonski
Jim Allbritton
Bob Hartmann
David S. Kuczenski



Town Administrator
Andrew Berns

TOWN OF SOUTHWEST RANCHES

Sealed Electronic Proposal - RFQu 22-013

Request for Qualifications (RFQu) For Continuing Architect and/or Engineer Consulting Services

Date issued/available for distribution: Monday, June 20, 2022.

Proposer shall submit ONLINE using the DemandStar.com E-bidding platform at www.DemandStar.com. The complete submittal must be received by the Office of the Senior Procurement and Budget Officer no later than **Wednesday, July 27, 2022, at 11:00 a.m. EST**. See Section 1.7 for instructions.

Non-Mandatory Pre-Proposal Conference: Wednesday, June 29, 2022, at 11:00 a.m. EST. See Section 1.5, of this RFQu 22-013 for information on the Pre-Proposal Conference.

CAUTION

Amendments to this Request for Qualifications (RFQu) will be posted on the Demandstar.com website and the Town of Southwest Ranches website, procurement page, which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

The Town of Southwest Ranches shall not be responsible for the completeness of any RFQu document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

Southwest Ranches Council
Mayor Steve Breitreuz
Vice Mayor Gary Jablonski
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Town Administrator
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NOTICE TO ALL INTERESTED PARTIES:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with Town employees, department heads or elected officials, up to and including the Mayor and Town Council. The “cone of silence” is in effect for this solicitation from the date the RFQu is advertised on DemandStar.com, until the time an award decision has been approved by Town Council and fully executed by all parties. Such contact may result in the vendor being disqualified. All contact must be coordinated through Venessa Redman, for the procurement of these services.

All questions regarding this RFQu or Solicitation are to be submitted in writing to Venessa Redman, Sr. Procurement and/or Budget Officer via e-mail vreman@southwestranches.org, or by phone 954-343-7467. All questions, comments and requests for clarification must reference the RFQu/ Solicitation number on all correspondence to the Town. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the Town. The Town reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

To better manage document disbursement for the bid process, the Town will make proposal documents available on the Southwest Ranches website which can be accessed at:

<http://southwestranches.org/procurement>

To review the proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available on DemandStar.com. Proposers may download and print the proposal documents or contact Venessa Redman at (954) 343-7467 or via e mail at vreman@southwestranches.org. Proposers are solely responsible for frequently checking this website for updates to this RFQu.

The Town reserves the right to reject any or all proposals



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INSTRUCTIONS AND TERMS

SECTION 1. REQUEST FOR QUALIFICATIONS **GENERAL INFORMATION**

1.1. INTENT

Pursuant to the Request for Qualifications (RFQu), the TOWN is soliciting interested Architectural and/or Engineering firms and entities to submit qualification statements, performance data and other information relative to the professional services described herein (“project”), and in accordance with the Consultant’s Competitive Negotiation Act (C.C.N.A. - Florida Statute 287.055) and the Town’s Procurement Code. Responses to this RFQu will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. Firms and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration.

Accompanying and part of this Request for Qualifications (RFQu) is a sample contract (Exhibit A) which includes details related to the terms and conditions of doing business with the Town. The proposed contract would be completed with data provided in a successful response to this RFQu.

The issuance of this RFQu and receipt of proposals does not commit the Town to award approval of an offer to provide services. The Town reserves the right to postpone the proposal due date and time, accept or reject any or all proposals received in response to this RFQu, waive any informality or defect in any proposal, or to cancel all or part of this RFQu if it is in the best interests of the Town. All proposals, plans and other documents submitted shall become the property of the Town and are considered public information subject to review under Florida’s public records law.

On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

Some projects may be supported, in whole or in part, by U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”).

NOTE: The Town may not accept proposals from firms, that have had adversarial relationships with the Town or firms that have represented entities that have had adversarial relationships with the Town. This includes the firm, employees and financial or legal interests.

1.2. ISSUING OFFICE

This Request for Qualifications (“RFQu”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Senior Procurement and Budget Officer

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("Officer"). The Officer is the SOLE point of contact concerning this RFQu. All communications regarding this RFQu must be done through the Officer (See Section 1.8).

1.3. PURPOSE OF THE PROJECT

The TOWN is soliciting interested firms and entities to submit qualification statements, performance data and other information relative to the professional Continuing Architect and/or Engineer Consulting Services described herein, and in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) - Florida Statute 287.055, and the Town's Procurement Code. Responses to this RFQu will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. Firms and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RFQu is divided into six (6) sections:

1. Instructions and Terms
2. Scope and Evaluation Criteria
3. Potential Projects
4. Submission requirements
5. Appendices A-Z, AA, AB, AC
6. Agreement & Exhibits

1.4. TERM OF CONTRACT

The continuing contract for professional Architect and/or Engineer Consulting Services shall have an initial three (3) years term with three (3) two (2) year extensions. An extension shall be by mutual agreement by both parties. Contract extensions may be approved by the Town Administrator.

1.5. NON-MANDATORY PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-Proposal Conference will be via Microsoft Teams Meeting, on **Wednesday, June 29, 2022, at 11:00 a.m. EST**, the link is accessible on the Town website calendar and the DemandStar.com E-Bidding Platform.

There will be a Town representative available to answer questions relative to this RFQu; however, proposers should not rely on any oral representations, statements or explanations other than those made by this RFQu or a formal Amendment to the RFQu. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (Section 1.8) prior to the date and time stated in the Timetable (See Section 1.6).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

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1.6. TIMETABLE

The anticipated schedule and deadline for this RFQu is as follows:

Activity	Date, Time and Location
RFQu available for download on website	On or about: Monday, June 20, 2022, at: http://southwestranches.org/procurement or Demandstar.com
Non-Mandatory Pre-Proposal Conference	11:00 a.m. EST on Wednesday, June 29, 2022, via Microsoft Teams Meeting, which is accessible on the Town Procurement website.
Deadline for Submission of Written Comments/Questions	11: 00 a.m. EST Monday, July 11, 2022, the Office of the Senior Budget and Procurement Officer, via e- mail to vredman@southwestranches.org
Response to Written Comments/Questions	11:00 a.m. EST Friday, July 15, 2022
Deadline for Submission of Proposals	11:00 a.m. EST on Wednesday, July 27,2022, via DemandStar E-bidding only.
Public Opening	11:00 a.m. EST on Wednesday, July 27,2022, via Microsoft Teams Meeting, the link is accessible on the Town website calendar.
Selection Committee Presentations	To be Determined
Contract Award	To be Determined

1.7. PROPOSAL SUBMISSION

It is anticipated that proposals will be opened on **Wednesday, July 27, 2022, at 11:00 a.m. EST via Microsoft Teams Meeting**, the link is accessible on the Town Website Calendar.

All proposals must be submitted electronically via DemandStar.com E-bidding platform no later than **Wednesday, July 27, 2022, at 11:00 a.m. EST.**

The Proposal Appendices must be signed by an officer of the proposing entity or other authorized person.

No proposals will be accepted after the deadline for submission of proposals or at any location other than via the online DemandStar.com E-bidding platform. Facsimile or email submittals will not be accepted. Proposals received after **11:00 a.m. EST** on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8. CONTACT PERSON

The individual designated as the “Contract Person” for the RFQu is:
 Venessa Redman, Senior Procurement and Budget Officer
 13400 Griffin Road
 Southwest Ranches, FL 33330
 Phone: 954-434-7467
 Email: vredman@southwestranches.org

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1.9. PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances ORD 22-005 establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.10. CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFQu between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town’s professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town’s selection or evaluation committee. See Ordinance 22-005 for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFQu and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFQu award to said proposer voidable by the Town, and in the Town’s sole discretion.

1.11. PUBLIC OPENING

A public opening, of Proposals, will take place on **Wednesday, July 27, at 11:00 a.m. EST** via a Microsoft Teams Meeting. The link is accessible on the Town website calendar and Demandstar.com.

The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an “Intended award” or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

The Town anticipates entering into a contract with the proposer(s) who submits the proposal judged by the Town to be most advantageous.

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In the award of a Contract pursuant to this RFQu, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

1.12. ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Monday July 11, 2022, at 11:00 a. EST**, to the address or e-mail address listed for the Contact Person (See Section 1.8). The request must contain the Proposal number RFQu 22-013, description, proposer’s name, address, phone number, and e-mail address.

Changes to this RFQu, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFQu or in any Amendment to this RFQu. Where there appears to be a conflict between this RFQu and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFQu will be posted on Town of Southwest Ranches website which can be accessed at <http://southwestranches.org/procurement/> and Demandstar.com.

It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFQu package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.8) that proposer has received all Amendments to this RFQu prior to the submission of its proposal.

1.13. DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFQu are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFQu, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFQu.

The Town reserves the right to reject all or any portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

1.14. COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any proposer by virtue of this RFQu or any negotiations conducted hereunder. The Town’s obligations shall not commence until an Agreement is

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approved and executed by the Council. The Town will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

SECTION 2. TERMS AND CONDITIONS

2.1 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.2 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.3 PATENT AND COPYRIGHT INDEMNIFICATION

Successful Proposer agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

2.4 ERRORS AND OMISSIONS

The Consultant to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time and specified cost. The Consultant shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Consultant with respect to the disciplines required for the performance of the Work in the State of Florida. The Consultant is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The Consultant shall be and remain liable to the TOWN for all damages to the TOWN caused by the Consultant's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The TOWN shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Consultant or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the Consultant or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the Consultant's or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the

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performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the Consultant shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

2.5 RIGHT TO PROTEST

For purposes of this RFQu, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Ordinance 2022-005 is hereby incorporated into this RFQu by reference (“Bid Protest”). By responding to this RFQu, all proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFQu and shall comply with said procedures.

Protests shall be in accordance with the procedure outlined in the Town of Southwest Ranches Ordinance 2022-005 Purchasing Manual located:

<https://www.southwestranches.org/departments/town-clerk/ordinances/>

2.6 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer’s facilities to determine their capability of meeting the requirements for this RFQu and the Contract to be awarded. Also, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Consultant to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.7 TAXES

The Proposer will pay all applicable sales, consumer use and other similar taxes required by law. The Proposer is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

2.8 AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposer (s) who agrees to provide the requisite professional services at compensation which the TOWN determines is fair, reasonable and competitive. The final contract shall be substantially in the form of the Agreement (Exhibit A) attached hereto and shall include all terms and conditions which may be required by the Town’s Procurement Code, and acceptable to the Town Council or granting agency. The award of contract shall require the approval of the Town Council.

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The Town reserves the right to award the Contract to one or more firms.

No representation or guarantee is made by the Town as to the minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the term of the agreement.

The successful firm(s) shall be required to submit a schedule of fully burdened labor rates and will be required to certify that the rates offered to the Town are the same or lower than the rates offered to other clients in the State of Florida.

After contract award to the selected firm(s), the Town shall issue a request for proposal per CCNA guidelines. Proposals shall, at a minimum, include labor classifications, hours and pre-approved rates. Reimbursable expenses for unforeseen items and quantities shall be based upon prior approval of the project manager for actual and reasonable costs subsequently supported by invoices. Mark-up shall not exceed 10% for subcontractors/ subconsultants and 5% for all other costs.

Projects may be funded by the American Rescue Plan Act of 2021, State and Local Fiscal Recovery Funds (“SLFRF”), therefore, the successful Proposer shall comply with all applicable local, state, and federal procurement laws and regulations including the SLFRF statute, SLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable.

2.9 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, principals or owners listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria or Cuba are prohibited from submitting a bid, proposal or response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

By submitting a bid, proposal or response, the company, principals, or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized. Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria or Cuba.

2.10 E-VERIFY

In compliance with Section 448.095, Florida Statue., Proposer and its subcontractors/subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

2.11 SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

2.12 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFQu, or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.13 COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFQu, and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.14 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of consultant or any one of its employees, subcontractors or agents, or anyone else for whose actions Consultant may be responsible.

2.15 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFQu or any Contract awarded.

2.16 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Consultant responsible for any excess costs occasioned or incurred thereby.

2.17 GOVERNING LAW

The validity of this RFQu and any Contract awarded and the interpretation and performance of all their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFQu or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.18 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Consultant acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed Proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the

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agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

To the extent that Consultant has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFQu process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFQu and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in the Contractor's possession or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Consultant shall comply with the requirements of 2 CFR §200.321 as applicable to this RFQu. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.19 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained

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therein, as well as the Town’s review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Agreement.

The proposer shall provide as part of the RFQu a certification that the Consultant has the ability to provide and meet the insurance requirements.

1. Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide TOWN with certified copies of all insurance policies providing coverage as required.
2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond a project completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) Professional Liability Insurance If the Bidder is to provide professional services under this agreement, the Bidder must provide the Town with evidence of Professional Liability insurance including Errors and Omissions with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. “Claims-Made” forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant’s operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant’s obligations under indemnification under this contract.
 - (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
 - (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
<u>\$2,000,000.00</u>	Annual Aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------------	---

 - (1) Premises and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
 - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
 - (7) Explosion, collapse, underground coverage (X-C-U).

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- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

<u>\$1,000,000.00</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
-----------------------	---

2.20 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated “A-” or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town’s insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

2.21 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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Consultant agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Consultant further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Consultant understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of consultant from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All agreements for design and construction services entered into for the construction of the Improvements shall include a commercial non-discrimination clause.

Consultant will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.18 of this Continuing Contract.

Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Consultant shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

Consultant shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

2.22 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.23 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

**2.24 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO
TRANSACT BUSINESS WITH PUBLIC ENTITIES**

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes and submit it with its proposal.

In accordance with the C.C.N.A. requirements, respondents shall not submit pricing proposals with their responses. The respondent is responsible for all costs associated with the preparation of the RFQu response.

SECTION 3. SCOPE OF SERVICES

3.1 INTRODUCTION

Pursuant to Section 287.055, Florida Statutes, the Town of Southwest Ranches (the "Town") invites qualified architectural and engineering firms to submit Statements of Qualifications to provide architectural and/or engineering services to the Town in response to this Request for Qualifications (the "RFQu").

Services are to be provided on various projects and assignments on an as needed basis. These services include, but are not limited to those listed in Exhibit "B." The Town intends to retain more than one firm, pursuant to continuing contracts, to be available to perform services which may include Architectural, General Civil Engineering, Traffic Engineering, Land Surveying, Water, Waste Water Treatment and Well Field Engineering, Geotechnical Engineering, Environmental Engineering, Landscape Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering, for one or any of the projects listed in Exhibit "B." Services will be required for assignments and projects including the acquisition, improvement or operation of Town lands, buildings, facilities, and roads, and the administration of Town services.

The Town, on an as needed basis, will periodically issue specific projects and assignments to the retained Consultant(s). The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055.

Interested consulting firms or individuals must be qualified pursuant to Florida law. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

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The Town is not bound by a certain number of firms with which it may choose to contract. A firm may submit only as a prime.

3.2 SCOPE

The Town of Southwest Ranches is requesting Qualifications from qualified firms to provide professional Continuing Architectural and/or Engineering Consulting Services related to the planning, design, plans preparation, permitting, and project construction management of the Town's planned and potential projects as set forth in this RFQu. As part of the services to be provided, the successful firm will be expected to provide professional(s) with specific architectural and/or engineering skills and experience in various fields including landscape design, recreational facilities, and open space design, government buildings and facilities, and energy/efficient and sustainable structures, which shall only be performed upon the express written direction of the Town Administrator via an approved Purchase Order.

This RFQu is requesting any individual, company, or team, submit their qualifications for any or all disciplines listed in Exhibit "B". The Town will then review all submittals and contract with those individuals, companies, or teams, to be on a pre-qualified list which will in turn be made available to the various Town departments to choose from when a project is identified such as those listed in Section 4.

The Town may select multiple qualified persons or firms for each category of specialized services as described in Exhibit "B." Each selected person or firm shall enter into a continuing contract with the Town.

The Consultant shall perform, pursuant to RFQu 22-013 Continuing Architect and/or Engineer Consulting Services for the Town. The projects for this work will come from the current Five-Year Capital Improvement Program (CIP), and projects funded by the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") of the American Rescue Plan Act ("ARPA") of 2021. Separate purchase orders will be created for the projects requiring architectural or engineering services, as determined by the Town. Depending upon the individual project, compliance with various federal guidelines may be required. Services are to be provided on various projects and assignments on an as needed basis.

The first order of the qualifying firms will be determined by ranking. The Town will select up to three (3) consultants per discipline and use the most qualified Consultant for the project. The Public Works Department will establish a data base and monitor the rotation of the awards to the firms endeavoring to rotate and utilize all vendors fairly and in the best interests of the Town.

EXCEPTIONS to the rotation list:

1. The prime firm selected under the continuing contracts, may not function as a prime consultant for another discipline for the same project. If that situation arises, the next firm in the rotation will be utilized and that skipped firm will be first in line for the next project in the rotation.
2. The exception to #1 is that one firm is able to provide all disciplines (all-inclusive firm) as defined in the scope of work.
3. When the maximum dollar amount per contract period is met by a firm is a prime, that firm will not receive another award until all firms in the rotation have received equitable dollar amounts of awards.
4. If a firm indicates in writing that it is unable to meet the scope of work or schedule for the specific project.

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The selected firms will be evaluated by the Town upon completion of a project or, at a minimum, annually to verify current qualifications, capacity and experience. The evaluations will be used as a measurement of the firms' performance and may be included in the review process for future solicitations for services by the Town. Any unsuitable evaluation may result in termination of the existing Continuing Services Contract.

3.3 CONTINUING CONTRACT

After selection of Consultant(s) by the Town, an Agreement will incorporate the major terms and conditions for Consultant's performance. The Agreement shall be in the form of a continuing contract, as approved by the Town Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

1. The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the Town from engaging other firms to perform the same or similar services for the benefit of the Town within the Town's sole and absolute discretion.
2. The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to this Invitation to Submit Qualifications. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this RFQu.
3. The Agreement will include provisions for termination for cause by either party and for the convenience of the Town.
4. The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
5. It is anticipated that the Agreement shall be a continuing contract. All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.
6. The Agreement will provide for the fees for services, which Consultant shall charge the Town.
7. Consultant shall invoice the Town for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work
8. An understanding and agreement, by and between the Consultant and the Town, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full

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completion thereof as specified in the Scope of Services.

9. The Agreement will provide for the Town to designate a Project Manager for each project or assignment, who shall be responsible for the project or assignment. The Project Manager may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a statement of qualifications for performance of the work of a specified nature which has been outline in the continuing contract.

3.4 EVALUATION CRITERIA:

After review of all submissions, the Selection/Negotiation Committee will review all submitted qualifications under each of disciplines identified in Exhibit “B”.

Firms selected will negotiate a contract for continuing services for the disciplines selected.

Award shall be made to the responsible Proposer(s) whose Statement of Qualifications is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below:

	Evaluation Criteria	Points Range
A.	Qualifications	35
B.	Experience	25
C.	Grant Compliance – 2CFR – Part 200 Guidelines, Certified Payrolls (Davis-Bacon), etc.	10
D.	Location of office (Broward County =10, Adjacent county=7, In Florida=4, Outside Florida=0)	10
E.	Recent, current & projected workloads	15
F.	Volume of work previously awarded by Town for similar projects in the past 3 years	5
	Total Possible Points	100

NOTE: Proposals should be prepared to clearly address the Evaluation Criteria as well as any and all other information required by this RFQu.

Chapter 1: Qualifications, Experience

1. Professional qualifications of firm (2-page limit).
2. Professional qualifications of specific individuals that may be assigned to projects (1 page per person).
3. Licenses/Certifications
4. Description of experience in the related fields (2-page limit).
5. List and description of relevant projects performed in the last three (3) years including consultant fee, construction cost and project owner contact information (including email address) (5-page limit).
6. Please describe how your approach to projects provides a safe, high quality, cost effective finished product within an efficient schedule. (3-page limit).
7. The process in which quality control and quality assurance is performed within the design process, how errors and omissions are mitigated, and what measures are taken to ensure a quality design submittal to the Town (2-page limit).

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Chapter 2: Grant Compliance – 2CFR – Part 200 Guidelines, Certified Payrolls (Davis-Bacon), etc.

1. Description of familiarity with federal grant compliance provisions (2CFR – Part 200 Guidelines, Davis-Bacon, Buy America, etc.), how your firm manages grant projects and administers grant compliance (2-page limit).

Chapter 3: Recent, current and projected workload

1. Statement of recent, current and projected workload relative to firm’s ability to complete tasks in a timely manner (1 page limit).
2. Statement of firm’s willingness to meet the time and budget requirements of tasks (1 page limit).
3. Disclosure of any potential conflict of interest due to any other clients, contracts or property interests in the Town. Include a notarized statement certifying that no member of your firm ownership, management or staff has a vested interest in any aspect of or Town of Southwest Ranches (1 page limit).

Chapter 4. Other forms:

1. All Appendices A-Z
2. Qualification Statement - Appendix AA
3. Scrutinized Companies - Appendix AB
4. System for Award Management (SAM) results. - Appendix AC – Proposer must include verification that the firm as well as the firm’s principal is not debarred through the System for Award Management (www.SAM.gov). Proposer must enclose a printout of the search results that includes the record date for themselves as well as any subcontractors/subconsultants listed
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Appendix AD
6. Standard Form(s) 330.

3.5 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

1. An Evaluation Committee (the “Committee”) shall be established by the Town to review and evaluate all Statements of Qualifications in response to this RFQu. The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this RFQu or as reasonably determined by the Committee.
2. The Committee will first review each Statement of Qualifications for compliance with the minimum qualifications and mandatory requirements of the RFQu. Failure to comply with any mandatory requirements may disqualify a Proposer.
3. The Town shall conduct discussions with and may require public presentations by, no fewer than three firms regarding their qualifications, approach to projects and ability to furnish the required services. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from Statements of Qualifications by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
4. The Town reserves the right to reject any and all Statements of Qualifications, to waive minor irregularities in the Statement of Qualifications and to make awards in the best interest of the Town.
5. Any award made shall be subject to execution of a continuing contract in a form and substance which is approved by the Town Attorney.

Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

Notification of shortlist shall be within 72 hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the online bidding site and Town website.

SECTION 4. LIST OF POTENTIAL PROJECTS:

Attached to this RFQu as Exhibit “C” is the Town’s five-year capital improvement plan for fiscal year 2022-2026 which outlines various projects contingent upon funding. The Town does not guarantee a minimum number of projects or amount of work.

List of Potential Projects:

- New Fire Station with emergency operations meeting room.
- Various drainage and wetland improvement projects.
- The Rolling Oaks Barn Community Facility: Renovation of an existing building to meet current building codes; including electric service, potable water service and well, septic treatment system, roof and drainage improvements, as needed.
- Fishing Hole Park: Construction of entrance signage, passive ballfields, and drainage improvements, as needed.
- Equestrian Park: Retrofit of existing rest room building, judges’ stand, and picnic shelter to incorporate renewable energy/PV/solar power.
- Southwest Meadows Sanctuary: Construction of new park facilities including historical museum/classroom, wetlands, fishing pier, picnic facilities, playground, restrooms, trailhead, roadway access/parking, entrance signage, electric service, potable water service or well, sewer or septic treatment system, and accessibility features.
- Calusa Corners: Construction of new park facilities including environmental classroom, picnic facilities, playground, a fishing dock, restrooms, trailhead, roadway access/parking, entrance signage, electric service, potable water service and well, and accessibility features.
- Frontier Trails: Construction of new park facilities including archaeological education/picnic pavilion, fishing dock, electric service, roadway access/parking, entrance signage, restrooms, potable water service and well, septic treatment system, and accessibility features.
- Town Hall: Improvements to the facilities and grounds such as interior remodeling, small garage facility for storage, parking, electric and low voltage service, signage, septic treatment system, generator and accessibility features.

SECTION 5. SUBMISSION REQUIREMENTS

FIRM'S QUALIFICATIONS

Attached to this RFQu is Proposers Confirmation of Qualifications, which all responding firms must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding firm from further consideration regarding this project.

GSA Standard Form 330 must be completed (An electronic form is available at the following website: <http://gsa.gov/portal/forms/type/TOP>) and submitted with the proposal in addition to all Appendices.

Submissions should be submitted in the following order:

1. Provide a Table of Contents (with reference to the points included in each chapter).
2. Chapter 1: List of criteria points for Qualifications & Experience including a statement detailing the Respondent's in-house expertise for other disciplines
3. Chapter 2: Grant Compliance – 2CFR 200.
4. Chapter 3: Recent, Current and Projected Workload.
5. Chapter 4: Other forms including Standard Form(s) 330.

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APPENDIX A
PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____ CAGE: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Proposer is a Corporation, affix corporate seal)

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APPENDIX B

PROPOSAL SCHEDULE – NOT REQUIRED

~~The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.~~

PROPOSAL PRICE PROPOSAL \$ _____

Proposer _____

**APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST**

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF _____**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual **or**

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is: _____

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is
personally known to me or who has produced _____ as identification and who

did did not take an oath.

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

APPENDIX D

DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) 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 or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX E

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:
 - (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is

personally known to me or who has produced _____ as identification and who

did did not take an oath.

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is
personally known to me or who has produced _____ as identification and who

did did not take an oath.

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(Type or print)

Title: _____

Signature: _____ Date: _____

APPENDIX H

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Qualifications.

1. All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material, and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

PROPOSER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is
personally known to me or who has produced _____ as identification and who

did did not take an oath.

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
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PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____
(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:

Name: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
 A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
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APPENDIX N
GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, CONTACT PERSON and EMAIL** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013

APPENDIX O
ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

APPENDIX P

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Qualifications, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Qualifications.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material, and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is
personally known to me or who has produced _____ as identification and who

did did not take an oath.

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX Q
PROPOSER EXPERIENCE

The Proposer's response to this questionnaire may be utilized as part of the Town's Evaluation and selection. Proposers must have current licensure applicable to this type of work and must have experience on comparable work.

Provide 3(three) public improvement project with client reference letters or use Reference Check Form below for each professional service type you selected:

Proposer/Respondent: _____

Reference Contact: _____

Reference Agency: _____

Reference Email: _____

Telephone: _____

Describe the scope of work of the contract awarded by your firm/entity to this Consultant. What type of services were performed?

Was the project completed on time and within the specified guidelines?

What problems were encountered (claims)?

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Qualifications _____ Budget Control _____

Final Product _____ Cooperation _____ Reliability _____

Would you contract with this Consultant again? Yes No Maybe

Comments:

Thank you.

Note: Proposer shall submit all completed references with their RFQu packet by the submittal deadline.

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQ# 22-013

APPENDIX S

ACKNOWLEDGEMENT OF ADDENDA

Proposer acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

PROPOSER: _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX T
LIABILITY CLAIMS

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

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APPENDIX U

INSERT W – 9
Must be current (2018), signed, dated and legible W-9

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APPENDIX V

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
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*** APPENDIX W**

STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations. Yes No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX Y

**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 APPENDIX ii COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND
COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

C. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. FEDERAL CLEAN AIR AND WATER ACTS

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Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

I. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

J. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national

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origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

M. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

N. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

O. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

P. E-VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

R. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

T. OTHER

Compliance with Applicable Law and Regulations. Recipient agrees to comply with the requirements of sections 602 and 603 of the Social Security Act (the "Act"), regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.
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These requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English

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Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

It is the policy of the United States, and the State of Florida, that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small, disadvantaged business concerns, and women-owned small business concerns (hereinafter “small business concerns”) shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor’s compliance with this clause.

The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the Town. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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APPENDIX Z

E-VERIFY REGISTRATION CERTIFICATE

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

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APPENDIX AA

PROPOSER'S QUALIFICATION STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

1. State the true, exact, correct and complete name of the partnership, corporation, Limited Liability Company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

2. The correct name of the Proposer is:

3. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

4. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

5. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

Name	Address	Telephone

6. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

7. State the name of the individual who will have personal supervision of the work:

8. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style of the case, locale of the case, and whether the case is still pending.

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THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

DULY AUTHORIZED TO EXECUTE ON BEHALF OF PROPOSER.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2022,

by _____ (name of person acknowledging) who is personally known to me or who has produced _____ as identification and who

did did not take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

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APPENDIX AB

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

- a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the contract, the vendor, owners, or principals will immediately notify the Town in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

(Authorized Signature)

(Print Name and Title)

(Name of Firm)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me,
by means of physical presence or online notarization,
_____ day of _____, _____,
by _____ who is personally known to me or who has produced
_____ as identification and
who did did not take an oath.

NOTARY PUBLIC:

(Signature)

SEAL

(Print Name)

My commission expires: _____

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APPENDIX AC
SAM.GOV PROOF OF REGISTRATION

Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

INSERT PROOF OF REGISTRATION

APPENDIX AD
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

INSERT PROOF

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EXHIBIT A

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

A CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

RFQu No. 22-013

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**AGREEMENT FOR
RFQu 22-013 CONTINUING CONTRACT FOR PROFESSIONAL _____
SERVICES**

This Continuing Contract for Professional _____ Services ("CONTINUING CONTRACT") is made and entered into this _____ day of _____ 2022 by and between the Town of Southwest Ranches, Florida, hereinafter referred to as "TOWN", and _____ a Florida _____ licensed as an Authorized Professional _____ Company with the State of Florida under License _____, hereinafter referred to as "Consultant".

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RFQu No. 22-013, and adhered to the selection process pursuant to and in accordance with the Consultants' Competitive Negotiation Act, Florida Statute, 287.055 and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the Consultant to perform certain professional _____ services in accordance with this CONTINUING CONTRACT, as permitted by the Consultants' Competitive Negotiation Act; and,

WHEREAS, the Consultant desires to provide such professional _____ services in accordance with this CONTINUING CONTRACT; and,

WHEREAS, the TOWN represents that it has the authority to engage the Consultant for the services set forth in RFQu 22-013, this CONTINUING CONTRACT, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this CONTINUING CONTRACT, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this CONTINUING CONTRACT.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

Standard of Care. All services rendered by Consultant and its consultants pursuant to this Continuing Contract will be performed in accordance with the standard of professional skill and care required for _____ and other professionals retained to assist with, from commencement to finish of _____ services of the projects contemplated by this Continuing Contract; provided, however, that no work shall be performed unless and until a written work authorization is executed and the TOWN has issued a Notice to Proceed as to any of the projects. Consultant will perform all services consistent with the interests of the TOWN and in accordance with the requirements of the State of Florida. Consultant agrees to timely perform its

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services so as not to delay the projects under this CONTRACT, time being of the essence, and as set forth in the Notice to Proceed. The projects ("Project" or "Projects") which may be assigned to Consultant, and subject of a Notice to Proceed, are those listed in RFQu No. 19-004, which RFQu is incorporated herein by reference.

Points of Contact:

The TOWN's Designated Point of Contact (or "Representative") shall be:

Rod Ley, Public Works Director Tel: 954-434-0008

Email: rlay@southwestranches.org

The Consultant's Designated Point of Contact shall be:

Attn: _____

Tel: _____

Email: _____

1.1.1 Licensing and Other Obligations. The Consultant will provide appropriate documentation to the TOWN to demonstrate that it and all its consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.1.1 A consultant is a person or entity who the Consultant has retained and who the Consultant will pay to perform any of the services described in this Continuing Contract. Reasonable funds for such payment have been included as part of Consultant's compensation under this Continuing Contract.

1.1.1.2 The Consultant shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees, or persons performing any of the services under this Continuing Contract.

1.1.1.3 The Consultant shall have the sole obligation and responsibility to select, control and supervise all its consultants. The Consultant may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the Consultant and the consultants shall require each consultant to be bound to the Consultant for all obligations and responsibilities which the Consultant, by this Continuing Contract assumes toward the TOWN. This provision also applies to substitute consultants hired during this Continuing Contract to replace existing consultants in accordance with this Continuing Contract. The Consultant shall retain responsibility for coordination of any consultants engaged by the Consultant to provide services under this Continuing Contract and will likewise coordinate its services with those consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the Consultant's consultants will be made through the Consultant's Representative unless such consultants have also been retained by the TOWN.

1.1.1.4 The Consultant and its consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent act, error or omission of the Consultant or its consultants.

1.1.1.5 The Consultant shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or

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persons performing any of the services under this Agreement.

1.1.1.6 The Consultant shall have the sole obligation and responsibility to select, control, payment and supervision of all its consultants.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the Consultant and shall be utilized by the Consultant to prepare the Project Program.

2.2 The TOWN shall provide Consultant with accurate and complete information. No information derived from the TOWN shall relieve the Consultant from any risk or from fulfilling all terms of the Contract. The Consultant shall be responsible for any additional investigations required to fulfill all the terms of the Contract.

2.3 Service Work Authorization and Notice to Proceed. For all services covered under this Continuing Contract, Consultant shall be required to obtain an approved written Work Authorization and a written "Notice to Proceed" by the Town Administrator or his authorized representative, in advance of providing any such services to the Town. The written Work Authorization shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by Consultant upon completion), and the time frame for completion. All services performed by Consultant without a written authorization from the TOWN shall be performed at Consultant's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual written work orders, the TOWN shall pay the Consultant the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and _____, and which will be developed based upon the approved Rate and Fee Schedule. Consultant's total compensation includes all fees, costs and expenses that may be incurred by the Consultant to complete the design and construction administration of the Project, including, but not limited to, all professional services provided by or through the Consultant, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, Consultant shall not perform any services without individual written work orders which may be required to be provided by the Town Administrator, and in accordance with this Continuing Contract. Hourly rates for Consultant's consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the Consultant's invoice for same, along with a partial waiver and release from Consultant indicating a release of all claims, including, but not limited to, equitable liens, through the last elate of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not

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deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the Consultant describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the _____ Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by Section 218.73, Florida Statute.

3.4 Payments due to Consultant which remain unpaid for thirty (30) days after the due date provided herein, shall bear interest at the statutory rate provided by Section 218.74, Florida Statute.

3.5 Payment for the Consultant's services will be made in accordance with the local government Prompt Payment Act, Section 218.73, Florida Statute.

3.6 Purchasing Card (PCARD) Acceptance: The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the Consultant, or the Consultant's consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. Consultant assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases that may arise during the performance of services. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that Consultant proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at Consultant's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service. The Consultant and the Consultant's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair and

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additions to the Project. This right of use applies even if this Agreement is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid Consultant for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, Consultant and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract. However, the TOWN will, through an irrevocable, perpetual, royalty-free license, have the exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintain or construct future additions to the Project. Upon the TOWN's request, the Consultant and its consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or Consultant's rights.

5.3 Consultant represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance with this Agreement. With respect to Instruments of Service for the Project owned by Consultant's consultants, Consultant, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 - TERM OF CONTRACT

6. The continuing contract for professional _____ services shall have an initial three (3) years term, with three (3), two (2) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the Town Administrator.

ARTICLE 7 - TERMINATION

7.1 Termination by Town for Convenience. This Continuing Contract may be terminated by the Town for convenience upon at least thirty days' written notice to the Consultant. Under such conditions, Consultant will only be entitled to receive compensation for services rendered that are specifically within the services for which the Town Administrator has, in writing, authorized Consultant to proceed and only up through the date that is no later than thirty days after the date written notice for such termination for convenience is issued by the TOWN to Consultant. Consultant will be able to recover for its work performed; actual cost and expenses; and fair and reasonable sums for overhead and profit for work performed. Upon receipt of a notice of termination for convenience by the TOWN, the Consultant will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due Consultant from the TOWN pursuant to this Paragraph

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7.2 Default by Consultant. In addition to defaults resulting from the Consultant's failure to strictly comply with any term, condition, or agreement set forth herein, the Consultant shall be in default under this Continuing Contract if:

- A. The Consultant ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any consultant or contractor employed by the Consultant and not corrected by Consultant or another replacement consultant or contractor employed by Consultant within ten (10) days after notice from the TOWN.
- C. The Consultant fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The Consultant fails to timely (30 days) pay any consultant or contractor employed by the Consultant.
Notwithstanding the foregoing, Consultant shall have the right to contest disputed invoices in good faith, without being in default of this Continuing Contract, but will bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith within ten (10) days of the date of recording of such lien.
- E. The Consultant fails to correct any error or material inconsistency in its or its consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the Consultant.
- F. The Consultant fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN'S Compensation for Default by Consultant. In the event of termination due to the fault of the Consultant under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the Consultant hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement _____ and the completion of the Consultant's services hereunder. This is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach by the Consultant under this Continuing Contract. Additionally, the TOWN shall have the right to use the Consultant's Drawings, Specifications, and other Instruments of Service in the event of a default by the Consultant, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance of this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearing, trial, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mediation in Broward County with a mutually

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agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional _____ services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share, 50/50, the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. Consultant shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at least one (1) year beyond its completion a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance If the Bidder is to provide professional services under this agreement, the Bidder must provide the Town with evidence of Professional Liability insurance including Errors and Omissions with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the Consultant engaged in services under the Contract in accordance with the laws of the State of Florida. Consultant hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage at \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability annual aggregate:

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;

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5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance. for all owned, non-owned and hired automobiles and other vehicles used by Consultant in the performance of services pursuant to this Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

***All insurance policies shall name and endorse the following as "Additional Named Insureds":**

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator.
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

All notifications shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Bid protest or sue the Town by virtue of such cancellation or rescission.

84 Indemnification. To the fullest extent permitted by Florida Statute, Section 725.08, Consultant shall indemnify, hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or

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intentional wrongful conduct of the Consultant or its subcontractors, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the Consultant and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.4.1 Errors and Omissions:

The Consultant to the extent of its failure to perform in accordance with the standard of care set forth in this Agreement, is responsible for the professional quality, technical accuracy, completeness, performance, and coordination of all Work required under this Agreement (including the Work performed by sub-consultants and Sub-contractors), within the specified time and specified cost. The Consultant shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Consultant with respect to the disciplines required for the performance of the Work in the State of Florida. The Consultant is responsible for and represents that the Work conforms to TOWN'S requirements as set forth in this Agreement. The Consultant shall be and remain liable to the TOWN for all damages to the TOWN caused by the Consultant's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the TOWN may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The TOWN shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN'S inspection, review, approval, or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to relieve the Consultant or any sub-consultant or subcontractor of its obligations and responsibilities under this Agreement, nor constitute a waiver of any of the TOWN 'S rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant and its sub-consultants and Subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the Consultant or its sub-consultants and Subcontractors to comply with the terms and conditions of this Agreement or by the Consultant's or Sub-consultants' or Subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors, or omissions in the performance of this Agreement. With respect to the performance of Work by sub-consultants and Subcontractors, the Consultant shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

85 Patent and Copyright Indemnification. Consultant agrees to indemnify, defend, save, and hold harmless the TOWN, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other such work in connection with the performance of the Continuing Contract.

86 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their successors and assigns and replaces, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

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87 No Damage for Delays by TOWN. Consultant's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the Consultant. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and Consultant. In no event shall the Consultant be entitled to any other compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

88 Audit and Inspection Rights and Retention of Records by Consultant. The TOWN shall have the right to audit the books, records and accounts of Consultant that are related to this Continuing Contract. Consultant shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Continuing Contract. Consultant shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract, unless Consultant is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, Consultant shall respond to the reasonable inquiries of success or _____, if any, and allow successor _____s to receive working papers relating to matters of continuing significance. In addition, Consultant shall provide a complete copy of *all* working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

89 Performance During Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute noticed in writing between the TOWN and the Consultant, the Consultant and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms of this Continuing Contract so long as the Consultant receives payment for the matter(s) not in dispute.

8.10 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance and approval of such submittals shall not relieve the Consultant of any responsibility or liability hereunder.

8.11 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated

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agreement between the TOWN and the Consultant and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing. Pursuant to Florida Statute, Section 287.055, this Continuing Contract shall have no time limitation, however, it may be terminated in accordance with Sections 6 and 7 hereof.

8.12 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of Law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

8.13 Non-Discrimination. Consultant shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. Consultant shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination regarding their race, gender, color, religion, sex, national origin, disability, or medical status. Consultant shall comply with all applicable sections of the Americans with Disabilities Act. Consultant agrees that compliance with this Article constitutes a material condition to this Continuing Contract, and that it is binding upon the Consultant, its successors, transferees, and assignees for the period during which any services are provided. Consultant further assures that all consultants and subcontractors and independent contractors are not in violation of the terms of this Section of the Continuing Contract.

8.14 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.15 NO Third-Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.16 Funding. The obligation of TOWN for payment to Consultant for services is limited by Florida law to the availability of funds appropriated in a current fiscal period and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

8.17 Manner of Performance. Consultant agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. Consultant agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Continuing Contract. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Continuing Contract.

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818 Public Records. The TOWN is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Firm acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to TOWN's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.

Consultant agrees to maintain public records in Consultant's possession or control in connections with Consultant's performance under this agreement and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this agreement by TOWN.

819 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an architect, engineer, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the convicted vendor list. Violation of this section by Consultant shall result in TOWN's immediate termination of this Continuing Contract.

820 Changes and Modification of Continuing Contract. TOWN and Consultant may request changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Continuing Contract. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and Consultant, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

821 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract or of any causes of action arising out Consultant's performance of the services under this Continuing Contract, and Consultant shall be and remain liable to the TOWN for all damages to the TOWN caused by the Consultant's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law.

822 Gender. Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall

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include the singular.

823 Time is of the Essence. Time is of the essence for all of Consultant's obligations under this Continuing Contract.

824 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "workdays."

825 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:

Andrew D. Berns, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to the Town Attorney:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

AS TO CONSULTANT:

826 Independent Contractor. Consultant is an independent contractor of TOWN under this Continuing Contract. In providing services, neither Consultant nor its agents shall act as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Continuing Contract shall be exclusively and solely those of Consultant. This Continuing Contract shall not constitute or make the TOWN and Consultant a partnership or joint venture.

827 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently, recurring employment or contractual relationship that is substantially antagonistic or incompatible with _____ loyal and conscientious exercise of judgment related to its performance under this Continuing Contract.

A. Consultant agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court

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process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

B. In the event Consultant is permitted to utilize consultants or subcontractors to perform any services required by this Continuing Contract, Consultant agrees to prohibit such consultants or subcontractors, by written contract, from having any conflicts within the meaning of this Section.

828 Contingency Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Continuing Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

829 Materiality and Waiver of Breach. TOWN and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

830 Joint Preparation. The TOWN and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Continuing Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

831 Drug-Free Workplace. Consultant shall maintain a drug-free workplace.

832 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

833 Binding Authority. Each person 'Signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Continuing Contract.

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834 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Continuing Contract are accurate, complete, and current at the time of contracting.

835 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,

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all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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(J) A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

(K) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- I. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- II. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2022.

WITNESSES:

CONTRACTOR:

By: _____
_____(title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

EXHIBIT B
GENERAL CIVIL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: General Civil Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
TRAFFIC ENGINEERING SERVICES TO BE CONSIDERED

Discipline: Traffic Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
GEOTECHNICAL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: Geotechnical Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
LAND SURVEYING SERVICES TO BE CONSIDERED

Discipline: Land Surveying

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
WATER TREATMNT & WELL FIELD ENGINEERING SVCS TO BE CONSIDERED

Discipline: Water treatment and Well Field Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
GENERAL ENVIRONMENTAL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: General Environmental Engineering Services

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.

The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

**The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.**

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
ARCHITECTURAL SERVICES TO BE CONSIDERED

Discipline: Architectural

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
LANDSCAPE ARCHITECTURAL SERVICES TO BE CONSIDERED

Discipline: Landscape Architectural

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
STRUCTURAL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: Structural Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
ELECTRICAL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: Electrical Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
MECHANICAL ENGINEERING SERVICES TO BE CONSIDERED

Discipline: Mechanical Engineering

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

EXHIBIT B
OTHER SERVICES TO BE CONSIDERED

Discipline: Other Services

- Yes, my firm would like to be considered for services within the above referenced discipline. If yes, please provide the below information.**

- No, my firm would not like to be considered for services within the above referenced discipline**

Please provide the following information in the chart format identified below.
The below information should only contain information about the firm, not for any outside consultant or subconsultants the firm works with.

The following table is Services the firm is seeking to be considered for.
Services indicated below shall be services provided by the firm and not a sub-consultant.

Services to be considered for	List of previous Similar Projects (if applicable)
Other (please list)	

TOWN OF SOUTHWEST RANCHES, FLORIDA
A CONTINUING ARCHITECT AND/OR ENGINEER CONSULTING SERVICES
RFQu 22-013
EXHIBIT C
FISCAL YEAR 2022-2026 CAPITAL IMPROVEMENT PLAN

Five Year Capital Improvement Plan												
All Funds Project Expenditure Summary FY 2022 - FY 2026												
Department Name	Project Name	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety-Fire Rescue Apparatus Protective Awning	21,298	FA	-	-	-	-	-	-	-	-	21,298
	Emergency Operations Center	-	-	-	-	-	-	-	-	5,400,000	NF	5,400,000
Townwide / Capital Projects Fund	TH Complex Safety, Drainage, Mitigation Improvements	180,000	G	-	-	-	-	-	-	-	-	180,000
Parks, Recreation & Open Space/ Capital Projects Fund	Southwest Meadows Sanctuary Park	60,000	CIP-FB	508,406	NF	518,406	NF	518,406	NF	518,406	NF	2,123,624
	Calusa Corners Park	27,450	CIP-FB	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,233,175
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	Frontier Trails Conservation Area	60,000	NF	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,939,650
	PROS Entranceway Signage	60,000	NF	40,000	NF	-	-	-	-	-	-	100,000
Public Works: Engineering/ Transportation Fund	Surface & Drainage Ongoing Rehabilitation (TSDOR): Surtax	1,960,210	STx	-	-	-	-	-	-	-	-	1,960,210
	Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	83,790	TFB (mill=none)	155,000	GF-Tr (mill=TBD)	155,000	GF-Tr (mill=TBD)	155,000	GF-Tr (mill=TBD)	155,000	GF-Tr (mill=TBD)	703,790
	Drainage Improvement Projects: Surtax	-	-	-	-	-	-	-	-	4,566,042	NF	4,566,042
	Drainage Improvement Projects: Non-Surtax	999,514	G, TFB, GF Tr, GF FB	306,310	GF Tr	138,000	GF Tr	138,000	GF Tr	138,000	GF Tr	1,719,824
	Pavement Striping and Markers	14,265	TFB	20,000	GAS, GF Tr	20,000	GAS, GF Tr	20,000	GAS, GF Tr	20,000	GAS, GF Tr	94,265
	Guardrails Installation Project	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	-	1,190,000
	Street Lighting	-	-	25,000	TBF	201,000	NF	196,000	NF	-	-	422,000
PROJECT TOTALS		\$4,036,527		\$2,070,716		\$2,234,131		\$2,377,131		\$12,150,373		\$22,868,878

This table does not include projects using \$3,985,292 in ARPA funds received.

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tr	General Fund Transfer from Operating Revenues
NF	Not Funded
STx	Mobility Advancement Program/Transportation Surtax
TFB	Transportation Fund Fund Balance