



**REQUEST FOR QUALIFICATIONS ARCHITECTURAL AND ENGINEERING SERVICES
THROUGH CONTINUING CONTRACTS (CCNA)**
RFQ 25-02

Dear Potential Respondent:

NOTICE IS HEREBY GIVEN: The Town of Pembroke Park (“Town”) is soliciting Statements of Qualifications from experienced and qualified professional architectural and engineering firms pursuant to Florida Statutes, Section 287.055, the Consultants' Competitive Negotiation Act (CCNA).

The Town invites all experienced, licensed and qualified individuals or firms to submit statements of qualification (SOQ) in response to this Request for Qualifications (RFQ) to provide a variety of professional services, including but not limited to: architectural, engineering, transportation, surveying and mapping, construction engineering and inspection, civil, structural, electrical, mechanical engineering, and other professional ancillary services, as further described in Section 3.0 – Scope of Services. Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with the submittal requirements.

The qualifications and selection of firm(s) will be conducted in accordance with F.S. §287.055. Statements of Qualifications **must be received no later than Thursday, November 13, 2025 at 10:00 a.m.** at which time all proposals will be electronically decrypted and publicly opened.

All questions and/or comments regarding this request for proposal should be directed to the Procurement Department at the following email at procurement@tppfl.gov. All inquiries must reference "RFQ No. 25-02 Town of Pembroke Park Architectural and Engineering Services Through Continuing Contracts (CCNA)" in the subject line. No phone calls will be accepted in reference to this RFQ. The deadline to submit questions is Thursday, October 30, 2025, at 5:00 p.m.

Proposals must be submitted electronically through DemandStar.com by the date and time stated above. Any submission may be withdrawn until the date and time set above. Responses sent in any manner other than electronically via Demandstar.com will not be accepted. Hard copies, faxed proposals, and electronically submitted proposals sent directly to the Town will not be accepted. Proposals must be submitted prior to the deadline for submission. Proposers are responsible for taking all necessary steps to ensure that their proposal is uploaded before the due date and time. The Town is not responsible for technology and/or any other issues that cause the proposal deadline to be missed. Proposals will be opened publicly.

INTERPRETATION / ADDENDUMS

DemandStar.com is the preferred sourcing of notices, addenda, proposals and other communications. The Town is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective respondents are responsible for checking the DemandStar.com for information, addendum and updates concerning the solicitation. Unless otherwise noted, RFQ documents are available at no charge.

The Town of Pembroke Park encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The Town does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The selection of the successful Proposers shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses. The Town of Pembroke Park reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for statements of qualifications and to make awards in the best interest of the Town.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the Town Clerk, Cynthia Garcia-Lima, at 954-966-4600 ext. 235 or email at townclerk@tppfl.gov, at least seven (7) days before the date that the accommodation is necessary.

TENTATIVE SCHEDULE OF EVENTS

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	October 12, 2025
Question Due Date	5:00 p.m., October 30, 2025
Proposals will be accepted until	10:00 a.m., November 13, 2025
Recommendation of Ranking to Town Commission	*December 2025
Negotiations with Top Ranked	*December 2025
Commencement	*January 2026

*Tentative

The Town reserves the right to accept or reject any and all RFQs in whole or in part, to waive informalities in the RFQ documents, to obtain new RFQs, to postpone the opening of RFQs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFQ and proceed by whatever appropriate means it may elect.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

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1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Manager and/or Town Commission.

Chief Procurement Officer: The procurement and contracts manager, who is the individual in charge of and responsible for centralized procurement for the Town.

Contract: The written agreement between the Town and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: Town Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is

accepted and who enters into a Contract with The Town and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Consultant/Contractor means the person, firm, corporation, or other entity who enters into an agreement with the Town to perform the construction work for the Project.

County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the Town's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with The Town.

Notice To Proceed (NTP): The written communication issued by the Town to the CONSULTANT directing the CONSULTANT to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town.

Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Town's authorized representative designated to manage the Project.

Proposal/ Work Order Form: The form on which proposals are submitted

Services or Scope of Services means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

Small Business Enterprise or SBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Commission consisting of a Mayor, a Vice Mayor and three (3) Town Commission members.

Town Manager: The Manager of the Town of Pembroke Park.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**",

"**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Contract Manager; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Contract Manager. In resolving disputes and in all respects the Town Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: www.demandstar.com

1.3 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the Proposer.

1.4 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be electronically submitted in DemandStar.com by the due/time specified. Late bids will not be accepted.

1.5 ADDENDA

The Town may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The

Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSAL

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.7 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

1.8 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

1.10 GOVERNMENT RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the Town at once. The Town reserves the right to accept the alteration or cancel the Contract at no expense to the Town.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town Manager:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

The Town
Office of the Town Attorney
Goren Cheroft Doody Ezrol

To the Consultant:

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of The Town. The Proposer shall supply competent and physically capable employees and the Town is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

1.15 AWARD OF PROPOSAL

The Town also reserves the right to award the contract on a individual item basis, or such combination as shall best serve the interest of the Town.

The Town also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

- A. **Responsibility:** In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. **Responsiveness:** In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFQ may protest to the Town Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFQ.
 - 1. Any person may protest the specifications contained in a solicitation issued by the Town by delivering a letter of specification protest to the Procurement Administrator between the date of the electronic release of the solicitation and five (5) days prior to the date the bids or proposals are due, excluding Saturdays, Sundays, and holidays observed by the Town. The date on which the letter of protest is received in the office of the CPO shall constitute the date of delivery.
 - 2. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Town Manager and Town Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- B. The Town may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests.
 - 1. The Chief Procurement Officer (CPO) shall first have the authority to settle and resolve any written protest within seven (7) days from receipt of a timely written protest by sending a written decision to the protesting party by mail or email upholding or denying the protest or staying the award process for further investigation.
 - 2. The protesting party may appeal to the Town Manager a decision by the CPO denying the protest by delivering a notice of appeal to the CPO within three (3) days from the protesting party's receipt of the CPO's decision. Upon

receipt of a timely notice of appeal the CPO will forward the protest to the Town Manager for consideration. The Town Manager may affirm, reverse, or modify the CPO's decision.

3. The Town's consideration of a timely written protest shall not necessarily stay the solicitation process, as may be in the best interest of the Town. The CPO may recommend to the Town Manager to render moot any written protest that is overtaken by events, in which case such protest may be abated and dismissed as determined by the Town Manager.
- D. *Computation of days.* In computing any period of time prescribed or allowed by this protest policy, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or holiday observed by the Town, in which event the period shall run until the end of the next business day which is neither a Saturday nor Sunday, nor a holiday observed by the Town. Service of a protest or a notice of appeal by mail or courier shall not expand the time period allowed for delivery.
- E. *Responsiveness.* Prior to any decision being rendered under this section with respect to a protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the response to the RFQ in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.
- F. *Decision and appeal procedures.* If the protest is not resolved by mutual agreement, the Town Manager and the Town Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Town Manager, the Town Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Seventieth Judicial Circuit in and for Broward County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the

Town and attorney's fees incurred by the Town in defense of such wrongful action.

- G. *Stay of procurements during protests.* In the event of a timely protest under this section, the Town shall not proceed further with the solicitation or with the award pursuant to the RFQ unless a written determination is made by the Town Manager, that the award pursuant to the RFQ must be made without delay in order to protect a substantial interest of the Town.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Town Manager's written recommendation for award of the RFQ is presented at a meeting of the Mayor and Town Commission, the Town Attorney, or designee, shall present a report to inform the Mayor and Town Commission of any legal issues relative to any protest filed in connection with the RFQ in question.
- K. The determination of the Town Manager and the Town Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Town's opinion, on previous contracts with the Town. Poor performance or default, in the Town's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written

approval of the Town. The Proposer shall furnish in writing to the Town the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Town has made reasonable and timely objection. The final Subcontractors list shall be presented to the Town.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town and Town's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.22 FRAUD AND MISREPRESENTATION

Pursuant to Broward County Code of Ordinances, Chapter 1 – Administration, Article XIV, Sections 1-276 through 1-286, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed

or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability. The Consultant shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The Town may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of

bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this RFQ shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Town shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 954-966-4600 ext. 235, EMAIL: TOWNCLERK@TPPFL.GOV AND MAILING ADDRESS: TOWN CLERK, 3150 SW 52nd AVE. PEMBROKE PARK, FL 33023

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RFQ to which the Proposer took exception to (as said term and/or condition was originally set forth on the

RFQ.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes.

1.28 COPELAND "ANTI-KICKBACK"

Consultant and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.32 PUBLIC ENTITY CRIMES

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 on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.34 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Town within five (5) calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.36 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the Town Auditor or the Town Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to

this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the Florida Department of State, whichever is later.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 954-966-4600 ext. 235, EMAIL: TOWNCLERK@TPPFL.GOV AND MAILING ADDRESS: TOWN CLERK, 3150 SW 52nd AVE. PEMBROKE PARK, FL 33023

1.37 BEST INTEREST OF TOWN OF PEMBROKE PARK

The Town reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

1.38 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by The Town.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of

the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town.

The selected firm shall provide a Certificate of Insurance listing The Town as "Certificate Holder" and "The Town is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of The Town and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming The Town as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence.

(Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

NOTE: TOWN OF PEMBROKE PARK CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

1.39 PERFORMANCE AND PAYMENT BOND:-NOT REQUIRED

~~If a performance bond is required in Special Conditions, the Consultant shall within ten (10) working days after notification of award.~~

1.40 ELECTRONIC SUBMITTAL

Respondents shall submittal proposal documents electronically through www.demandstar.com.

The Town is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the DemandStar.com website for information and updates concerning solicitations. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.41 DISCLAIMER

The Town may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to The Town's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of The Town, to be the most qualified, shall be submitted to The Town Commission, and the final selection will be made thereafter with a timetable set solely by The Town. The selection by The Town shall be based on the RFQ, which is, in the sole opinion of the Town Commission, in the best interest of The Town. In all cases The Town shall have no liability to any Proposal for any costs or expense incurred in connection with this RFQ.

1.42 CONFIDENTIALITY

As a political subdivision, The Town is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of The Town's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Contract Manager.

The Proposer acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The

Proposer agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Town shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Town's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Town for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFQ.

1.46 MANNER OF PERFORMANCE

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Town, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of the Consultant, its employees, subconsultants, or anyone for whose actions Consultant is legally responsible. Town shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of Town, its employees, construction managers, subcontractors, or anyone for whose actions Town is legally responsible. Neither of the parties is obligated to indemnify the other party in any manner whatsoever for its own negligence. The parties expressly agree this indemnity provision does not include - and in no event shall Consultant be required to assume - any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by consultant. The Town agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to Consultant's officers and employees, their heirs and assigns, and Consultant's Subconsultants, their heirs and assigns.

B. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Proposer shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes,

Ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent Consultant and not as employees and agents of the Town.

The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Consultant hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- a. In the event of such dispute, the parties to the Agreement authorize the Town Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- b. The Town Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Consultant to the Town Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The Town Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be

limited or waived elsewhere in the Agreement, Consultant and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.50 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS,

PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Town were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation, or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Consultant acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for Town's right to terminate this Agreement for convenience.
- D. The Town, through its Town Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by

the Town, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Consultant may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the Town:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the Town's materials and property.
3. Cancel orders.
4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Consultant has not delivered deliverables on a timely basis.
2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.
5. The Consultant has failed to obtain the approval of the Town where required by the Agreement.
6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Consultant has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the Town may request that the Consultant, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to

the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- B. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PROPRIETARY RIGHTS

A. The Proposer hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Proposer hereunder or furnished by the Proposer to the Town and/or created by the Proposer for delivery to the Town, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the

prior written consent of the Town, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.

1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer 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. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All Consultants and subconsultants performing work in connection with this Contract 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 Consultant 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.

E. Florida Building Code (FBC).

F. Notwithstanding any other provision of the Agreement, Consultant 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 Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

1.58 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Town or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.59 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national 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 Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.60 CONFLICT OF INTEREST

The Proposer represents that: No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

- A.** There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- B.** Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Town Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Town with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

C. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above,

Proposer shall promptly bring such information to the attention of the Town's Attorney. Proposer shall thereafter cooperate with the Town Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.60 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any Consultant, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.61 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Town, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.62 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Broward County.

1.63 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Town under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.64 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Town as duly authorized expressions on behalf of Proposer.

1.65 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Town's Proposer lists, and prohibition from engaging in any business with the

Town.

1.66 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, 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 the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.67 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

- (a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and
- (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract with the State agency.

1.68 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.69 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.70 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.71 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701:

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the Town and shall expire upon the completion of services.

2.4 UNAUTHORIZED WORK

The Successful CONSULTANT(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. CONSULTANT(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the CONSULTANT(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the CONSULTANT(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Town and the selected Proposer shall remain fixed

and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Town.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact procurement@tppfl.gov Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

2.6 PROPOSER AS AN INDEPENDENT CONSULTANT

It is expressly agreed that the Proposer is an independent CONSULTANT and not an agent of Town. The Proposer shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.8 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Town personnel at any time upon request. The Town reserves the right to request the same of Subconsultants.

2.9 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

2.10 FEDERAL CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONSULTANT shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or

national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information

of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take

such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.11 DAVIS-BACON ACT

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). 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.

2.12 COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply 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"). Contractor 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. TOWN must report all suspected or reported violations to the Federal awarding agency.

2.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

([40 U.S.C. 3701- 3708](#)). Where applicable, pursuant to [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)) 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.

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the

employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section

and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

2.14 CLEAN AIR ACT:

Pursuant to [42 U.S.C. 7401- 7671q](#), and the Federal Water Pollution Control Act ([33 U.S.C. 1251- 1387](#)), as amended 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](#)). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.15 FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

2.16 SUSPENSION AND DEBARMENT.

This contract is a covered transaction for purposes of 2C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the

Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2

C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

2.17 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. 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."

2.18 COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

2.19 RECOVERED MATERIALS.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the

product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.21 REPORTING

Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

2.21 COPYRIGHT AND ROYALTIES

Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

2.22 ACCESS TO RECORDS.

In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly

pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case

Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

2.23 NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

2.24 DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

2.25 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.26 FRAUDULENT STATEMENTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governance to a Bidder based on the

Bidder's social, political, or ideological interests.

2.28 NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

I. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

A. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 PURPOSE AND INTENT

Pursuant to Florida Statute §287.055, the Consultants' Competitive Negotiations Act, the Town of Pembroke Park ("Town") is accepting statements of qualifications (SOQ) from qualified and properly licensed firms or individuals (hereinafter "Consultants") interested in providing professional architectural and engineering services.

The selected firm(s) will be retained under a continuing services contract and shall be required to provide services on an on-going, as-needed basis, on various projects and assignments based upon work orders to be issued by the Town under the terms of their continuing contracts. There is no guarantee that every consultant in this Library will be awarded a project.

The Town will endeavor to award a minimum of three (3) firms for most professional categories listed. Firms will not be limited to one discipline. Proposer shall designate all discipline(s) they are proposing on Form 6.4 "Designation of Qualified Discipline Form".

As each project task is identified, selected firms within the required discipline(s) may be requested to submit specific qualifications for a task. Selection shall be to the most qualified firm for a particular task.

3.2 DESCRIPTION OF THE TOWN OF PEMBROKE PARK

The Town of Pembroke Park is a Florida municipal corporation and is in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 50 employees. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

3.3 QUALIFICATIONS

- The Proposer shall have been licensed, registered, and authorized to conduct business in the State of Florida under its current business name with professional experience in comprehensive engineering services, preferably for public agencies for the last five (5) consecutive years; and
- Proposers must demonstrate substantial experience as an engineering firm through the submission of at least three (3) previously completed or ongoing engineering design projects, within the last ten (10) years.

- The projects submitted by Proposer shall be of such size and scope that is representative of Proposer's qualifications and capacity.
- Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services.
- Firms must be able to demonstrate financial strength appropriate to the scale of projects.
- Consultant must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

3.4 SCOPE OF SERVICES

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000. All work will be performed in accordance with high industry standards and comply with applicable laws, and regulations.

Consultants will provide general and project-specific services on an as-needed, work-order basis. Services may include planning documents, engineering studies, design plans, technical specifications, cost estimates, bid documents, construction management, and Construction Engineering and Inspection (CEI). Consultants may also serve as advisors or technical resources to support Town staff and assist in coordination with other agencies and municipalities.

Additional professional services may include architectural design, land and space planning, roadway and drainage design, structural, bridge, electrical, mechanical, traffic and civil/site engineering, water and sewer, environmental assessments, zoning and land use, landscaping, economic analysis, value engineering, and project management. The successful proposer(s) shall provide one or more of these services on an ongoing, as-needed basis, with further details to be specified in individual Work Order Proposals.

3.5 PROFESSIONAL CATEGORIES

Following is the list of broad categories for which professional services are projected to be sought. The Town's Department requesting professional services shall have the discretion of defining and interpreting the scope that will fall under each of these broad categories. A firm may qualify for inclusion in more than one category in the library of services. The Town reserves the right to determine pool membership in order to ensure equitable work distribution among pool members. Firms desiring to submit in a category or categories shall comply with Section 4.0 – Submittal Requirements.

1. ARCHITECTURAL SERVICES – provide consultant and professional architectural services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance. Anticipated services include, but are not limited to:

- Design-Build Projects

- Building Remodeling and/or New Construction
- Project Cost Estimating, Cost Engineering, Forecasting
- Space Need Analysis
- Feasibility Studies, Conceptual Plans and Schematic Designs
- Design and Construction Documents
- Envelope Analysis
- Interior Design Services
- Coating/Paints/Primers Specifications
- Scope Development

2. **CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING SERVICES** professional engineering services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair and maintenance.

Civil Engineering - anticipated services include, but are not limited to:

- Civil Site Planning and Design including Land Use
- Design of infrastructure projects (roads, bridges, water systems, drainage, buildings).
- Parking Lot Design & Evaluation
- Pavement Management and Design Park Development and Planning
- Landscape Architecture
- Engineering drawings and specifications.
- Feasibility studies, cost estimates, and project scheduling.

Structural - anticipated services include, but are not limited to:

- Design, calculations and Structure analysis for new construction and existing structures, foundation designs including damage assessment
- Feasibility Studies, Conceptual Plans and Schematic Designs
- Specifications and construction details for building renovations and repair projects
- Design and Construction Documents
- Rehabilitation (Buildings Structures and Facilities)
- Emergency Response Services
- Scope Development

Mechanical, Electrical & Plumbing (MEP) - anticipated services include, but are not limited to:

- System inspections, design and consultants
- Feasibility Studies, conceptual plans and schematic designs
- Specifications and construction details for building renovations and repair projects
- Load calculations and consulting
- Electrical studies and design
- Interior/Exterior lighting consulting (parking lots, memorials, athletic fields)
- Emergency Response Services
- Scope Development

3. **TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING** - services may include but are not limited to:

- Roadway Design
- Transportation Stormwater Drainage Design
- Pedestrian Sidewalk/Multi-Use Trail Design
- Roadway Resurfacing Design
- Traffic Calming Design
- Master Planning and Construction Services
- Streetscape Projects
- Field Data Collection and Analysis for the Preparation of Traffic Studies
- Intersection And Roadway Capacity Analysis
- Traffic Calming Studies
- Transit and Transportation Planning
- Pavement Markings and Signing

4. **LANDSCAPE ARCHITECTURAL SERVICES** – services shall include but not limited to:

- Design of public parks, roadway areas, green spaces, including hardscape and irrigation systems
- Development of graphic representations and marketing of proposed plans

5. **ENVIRONMENTAL ENGINEERING SERVICES** - services may include but are not limited to:

- Ecological
- Wetland Delineation
- Endangered/Protected Species Surveys
- Wetland Mitigation Plans
- Environmental Site Assessment and Remediation
- Environmental Permitting
- Environmental Risk Analysis
- Field Data Collection
- Remediation Plans for underground storage tanks, hazardous waste materials,
- Asbestos Removal and Wetland Mitigations

Geo-Technical Services

- Seasonal High Groundwater Determinations
- Soil and foundation Investigations
- Soils/Geological Studies
- Roadway Pavement Structural Evaluation and Design

6. **PLANNING AND COMMUNITY DEVELOPMENT** - services may include but are not limited to:

- Land Use and Zoning
- Comprehensive Development Code/Land Development Regulations
- Comprehensive Planning, Preparation, Evaluation and Implementation
- Park and Greenway Planning and Design
- Recreation Master Planning
- Public Involvement and Consensus Building

- Architectural Renderings
- Market Research; Demographics/Socio-Economic
- General Planning Services

7. SURVEYING AND MAPPING - services may include but are not limited to:

- Topographical Surveying and Mapping
- Land Surveying, Parcel Mapping, and Platting
- Utility System Mapping
- Legal Descriptions
- Digital Terrain Modeling
- Aerial Survey and Mapping

8. DRAINAGE AND STORMWATER - services may include but are not limited to:

- Drainage Improvement Design
- Flood and Erosion Control
- Feasibility Analysis for Drainage/ Stormwater Projects
- Regulatory Compliance/Permitting
- Preparation of grant applications

9. BUILDING INSPECTIONS, PLANS REVIEW AND PERMITTING - services may include but are not limited to:

- Architectural and Engineering Reviews
- Building, Zoning Codes and Fire Codes
- Americans With Disabilities Act Requirements.
- Inspection Of Construction Projects Including but not limited to Structural, Building, Plumbing, Mechanical, Electrical, Roofing In Accordance with the requirements of the applicable Building Codes. with State Law.

10. CONSTRUCTION ENGINEERING INSPECTION (CEI):

- Oversee construction activities to ensure designs and safety compliance are implemented correctly.
- Detailed inspections during the construction process
- Certification of pre-manufactured materials
- Testing of materials
- Monitoring conformance to construction plans and specifications
- Review and approval of shop drawings
- Review and recommend progress payments
- Preparation of progress reports and final payment estimates,
- Construction delay claims
- Change orders

11. PROJECT MANAGEMENT:

- Engineering management services necessary for the management, supervision of design and construction schedules, analysis of design
- Grant management for local, state, and/or federal agencies
- preparation of minutes for various meetings including but not limited to utility coordination and pre-construction meetings, and public information programs.

3.6 CONTINUING CONTRACT SERVICES

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.

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. The contracts will be awarded on a qualification basis for each discipline. The number of contracts to be awarded will be set by the Evaluation Committee.

Consultant will be required to commit that the personnel and/or principals named in the proposal shall remain throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.

We encourage firms to submit annually statements of qualifications and performance data.

3.6.1 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 Request for 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 Invitation to Submit Qualifications.

3.7 AGREEMENT:

The Agreement will provide for the fees for services, which Consultant shall charge the Town and shall be scope specific.

3.7.1 The Town and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this contract. Neither the Town nor the Consultant shall assign, subcontract, or transfer its interest in this contract without the express written consent of the other.

3.7.2 Consultants 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 completion of the assignment, project or phase, payment due this invoice, remaining balance due. 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.

3.7.3 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 completion thereof as specified in the Scope of Services.

3.7.4 The Agreement will provide for the Town to designate a Contract Administrator for each project or assignment, who shall be responsible for the project or assignment. The

Contract Administrator may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

3.7.5 The Town will request a proposal based on a detailed scope of work for specific projects. The Consultant's proposed quote shall further define the scope of work, project timing, fees reimbursable and sub consultants. The Consultant's proposed quote will either be approved, rejected, or negotiated by the Town. A written Notice to Proceed which may be in the form of a Purchase Order will be issued before work starts. Consultant shall begin no work without a signed Purchase Order. Town shall not be responsible for payment for any work done without a Purchase Order.

3.7.5.1 Each proposal submitted by consultant in response to a Town's request for proposal, and accepted by the Town, shall become an amendment to this agreement, and subject to all its provisions.

END OF SECTION

SECTION 4.0 SUBMITAL REQUIREMENTS

Respondents shall submit a complete proposal package in response to “RFQ No. 25-02 - “Town of Pembroke Park Architectural and Engineering Services through Continuing Contracts (CCNA)” **no later than Thursday, November 13, 2025, at 10:00 a.m.** at which time all submittals will be publicly opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Any proposals received after the due date and time specified will not be considered.

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFQ. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

The Proposer shall submit in accordance with the content and format requirements set forth in this RFQ. Proposals shall include the cover, cover letter and executive summary, table of contents, project experience, resumes, regulatory and contract compliance disclosure, bonds, insurance, and guarantees, professional licensure, and acknowledgements. Specific section page counts can be found in the sections below.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below and limited to the page count as indicated.

4.1 COVER AND DIVIDERS (Not Scored)

Cover must be clearly marked with the RFQ number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections below should be included.

Section dividers will not be included in the page count.

4.2 TABLE OF CONTENTS (Not Scored)

Include a clear identification of the contents by section and page number and according to the organization described below.

The Table of Contents will not be included in the page count.

4.3 COVER LETTER / EXECUTIVE SUMMARY (Not Scored)

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being submitted. This section should summarize the key points of your submittal.

The Proposer 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.

The name of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers shall be provided as well. *The cover letter / executive summary will not be included in the page count.*

4.4 PROFESSIONAL CAPABILITIES AND PROJECT EXPERIENCE (Scored – 25 Points)

This section of the Proposal should give a description of the firm's qualifications, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

Depth of resources to support the scope of work should be described in this section. The Proposer shall demonstrate that it has provided comprehensive design services for a municipality or other similar entities.

This section shall be limited to 15 pages.

4.5 EXPERIENCE OF KEY PERSONNEL AND PROJECT TEAM (Scored – 25 Points)

1. A concise summary of the key attributes of the prime Proposer's company and any of its sub-consultants shall be provided. Prime Proposer and sub-consultant responsibilities shall be discussed, with clear identification of the specific entity responsible for each portion of the work. The Town prefers that the prime Proposer possess in-house capabilities in all the required areas, including engineering, architectural, planning, operations, maintenance, financial, and management, to clearly address the Town's requirement for single source responsibility. Proposers should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the key staff proposed. Provide key staff qualifications and resumes having a minimum of five years of applicable experience.
2. A concise summary of the key components of the company, organization, or team shall be provided. Company, organization, or team responsibilities throughout the term of the agreement shall be discussed with clear identification of the specific entity responsible for that portion of the work.
3. Consultant must clearly identify any sub consultants that may be utilized during the term of this contract. Please indicate the roles and responsibilities of the Proposer's sub-consultant(s) to provide these services. Indicate the prime Proposer's role for provision of services vs. partnership(s) and subcontractor(s), and clearly delineate roles, responsibilities, and authority. Additionally, examples shall be provided of any experience the prime Proposer has had overseeing a successful integration of both engineering and operations contract services (whether directly or utilizing sub-consultant(s)).
4. Furthermore, Proposer shall clearly describe all examples where the prime Proposer and the sub-consultant(s) have worked together in Florida and in the United States in the last five (5) years and specific roles, responsibilities, and authority.
5. Provide the staff organization proposed in an organizational chart. Indicate the roles and responsibilities and if the proposed staff works for the prime Proposer or with a subcontractor. The Proposer shall also provide resumes for the proposed key staff found on the Organizational Chart. Submitted resumes shall not exceed one page in length per team member. Resumes are not counted in the overall page total. DO NOT submit resumes for employees who will not actively work for the firm.

The selected Proposer will be required to commit that the key personnel and/or principals named in the proposal shall remain throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the Town. The proposed key staff shall be named in the response.

This section shall be limited to 10 pages; however, proposed staff resumes included at the end of this section will not be included in the page count.

4.6 RELEVANT COMPLETED PROJECT EXPERIENCE (Scored – 25 Points)

For each component of the envisioned scope of services (Section 3.5) as broadly described herein, the Proposer shall provide a summary discussion of the Proposer's technical qualifications and expertise for each discipline for which they are submitting statements of qualification (*Form 6.4 - Designation of Qualified Discipline Form*). The summary shall address all aspects of technical capabilities that the Proposer considers relevant and important for The Town.

Proposers must display considerable relevant experience with the specified type of work. A list of **NO MORE THAN** five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information **PER DISCIPLINE**

- Client Name, address, contact person telephone and current E-mail addresses (E-mail will be primary means of contact).
- Description of work.
- Initial construction estimate of project cost (the estimate prior to the bid);
- Amount of initial contract award;
- Total number of change orders to the contract;
- Total value of change orders for the project;
- Amount of initial design fees associated with the project;
- Change orders to design contract and dollar value;
- Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.

Note: Do not include The Town work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than The Town.

This section shall be limited to three (3) pages per project

4.7 PROJECT IMPLEMENTATION STRATEGY AND APPROACH (Scored 25 points)

Provide an explanation of the firm's technical capabilities and approach to coordinating projects, including, as applicable, manpower planning such as scheduling and allocation of resources;

ensuring timely completion of projects; quality control and assurance procedures, timely reporting, and reviewing pay applications and change orders; capacity to provide on-call services in a timely manner; quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements.

4.8 PROFESSIONAL LICENSURE

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity. Additionally, copies of key staff Professional Architects, Planners, Engineers, etc. licenses shall be provided, indicating whether the license is from Florida or eligible for reciprocity. Lack of appropriate licensure will deem the submittal non-responsive.

Your response to this section will not be included in the page count.

4.9 REQUIRED FORMS AND ACKNOWLEDGEMENTS

The Proposer must complete, signed as required, Section 6.0 Required Forms as a part of its submittal. Non-compliance with this requirement will result in the submittal being deemed non-responsive.

Your response to this section will not be included in the page count.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

5.1 EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Town Manager. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the Town.

Award will be made to responsible firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as consultant integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the services relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

	Evaluation Criteria	Available Points 100
1.	Professional Capabilities and Project Experience (Section 4.4)	25
2.	Experience of Key Personnel and Project Team (Section 4.5)	25
3.	Relevant Completed Project Experience (Section 4.6)	25
4.	Project Implementation Strategy and Approach (Section 4.7)	25

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, Town reserves the right, where it may serve The Town's best interest, to request additional information or clarification from Proposers.

5.2 ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the Town require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The Town also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

5.3 TIE BREAKER

Occasionally, Committee evaluations end in a tie. When this occurs, the Evaluation Committee will take actions to break the tie based upon reconsideration of the following criteria in the order listed:

- A. Professional Capabilities and Project Experience
- B. Relevant Completed Project Experience

5.4 CONTRACT AWARD

The Town reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves The Town.

Recommendation of ranking, as a result of this RFQ, will be submitted to Town Manager for considerations and may be submitted to the Town Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.

5.5 NEGOTIATIONS

Upon approval of the ranking by the Town Commission, contracts will be negotiated with the highest ranked responsive and responsible Proposer(s). Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the Town may select one or more vendors within the competitive range with which to commence negotiations. The Town may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the Town. Pre- negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the Town will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement with the desired number of Firms.

Pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), the successful consultant selected for negotiations will be required to execute a Truth-in-Negotiation Certificate, certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contract negotiations. Failure to execute this certificate shall be grounds for disqualification from award.

END OF SECTION



SECTION 6.0 REQUIRED FORMS

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City : _____ State: _____ Zip: _____

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____

No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement 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 Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

Yes

No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

- a. Neither Firm nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not and will not pay, a fee the amount of which is contingent upon the Town of Pembroke Park awarding a contract.
- b. Firm warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Pembroke Park in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

c. Consultant acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Consultant if awarded a contract.

Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Pembroke Park, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Pembroke Park.

Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Town immediately if their status changes and will provide an explanation for the change in status.

Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee **will** abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to

a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not 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 public entity.

Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor, or Town may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Consultant to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Town with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Town is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number _____

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a- Unlawful employment of aliens. Town will not intentionally award Town contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Town may result in immediate termination of the Agreement. Town will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral

cancellation of the Agreement, by Town, if Consultant knowingly employs unauthorized aliens.

Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

- A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Town officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Town officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Consultant/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 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, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Please Confirm

**Response required*

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Town in the event there is any misrepresentation or false certification on the part of Respondent.

Please Confirm

**Response required*

PROPOSER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named firm, does hereby affirm and attest under penalty of perjury as the proposed Consultant for the Town of Pembroke Park that the certifications and statements provided above on behalf of Consultant are true to the best of affiant's knowledge and belief and that Consultant is compliant with all requirements outlined in these Town of Pembroke Park's Affidavits. Consultant acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Pembroke Park immediately if any of the statements attested hereto are no longer valid.

Consultant Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of physical presence or online notarization, by _____ who is personally known to me or who produced the following identification: _____.

(Notary Seal)

Notary Public for the State of _____

My commission expires: _____

6.1 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Pembroke Park is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town of Pembroke Park, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

6.2 AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town of Pembroke Park may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Pembroke Park which would grant the entity access to an individual's personal identifying information.

1. _____ (“entity”) does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name:

Print Name:

Witness #2 Print Name:

Entity Name:

**State of Florida
County of**

OATH OR AFFIRMATION

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or
 Produced identification (Type of Identification: _____)
 Did take an oath; or
 Did not take an oath

Town of Pembroke Park Consultant Response Form

6.3 CONSULTANT QUESTIONNAIRE

The completed Consultant Questionnaire form should be submitted with the solicitation response. Failure to timely submit with the response may affect may result in Consultant being deemed non-responsive.

If a response requires additional information, the Consultant should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will be come part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: _____

2. Doing Business As / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No. (FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

d) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Firms' principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the Town. Affiliated entities of the principal(s) are those entities related to the Consultant by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

Yes No

13. Specify the type of specialized service your firm offers: _____

14. How many years has your firm been in business while providing the services offered within this solicitation? _____ years.

15. Is your firm's business regularly engaged in and routinely providing services offered within this solicitation?

Yes No

16. Has your firm ever failed to complete any professional services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

17. Is your firm's or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes No

18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*

Yes No

20. Non-Collusion Certification: Consultant shall disclose, to their best knowledge, any Town of Pembroke Park officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Town of Pembroke Park officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Consultant to disclose any relationship described herein shall be reason for debarment (*check one*).

Consultant certifies that this offer is made independently and free from collusion;

or

Consultant is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Consultant must include a list of name(s), and relationship(s) with its submittal.*

6.6 DESIGNATION OF QUALIFIED DISCIPLINE FORM

NAME OF COMPANY:

(Name of Firm submitting RFQ)

Proposers must have experience in the related areas below described in Section 3.0 Scope of Services of the RFQ. Accordingly, Proposers shall specify whether such experience requirement is satisfied by the Proposer and/or any of its proposed sub-consultants by identifying the applicable entity along with the category of experience and number of years of experience as required in Section 4.0 Submittal Requirements. Resumes and experience submitted with the Proposal must specify and substantiate the experience and qualifications provided herein in the same format as below, as needed.

CHECK CATEGORY (DISCIPLINE) YOU ARE APPLYING:

- 1. ARCHITECTURAL SERVICES**
- 2. CIVIL, STRUCTURAL AND MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING SERVICES**
- 3. TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING**
- 4. LANDSCAPE ARCHITECTURAL SERVICES**
- 5. ENVIRONMENTAL ENGINEERING SERVICES**
- 6. PLANNING AND COMMUNITY DEVELOPMENT**
- 7. SURVEYING AND MAPPING**
- 8. DRAINAGE AND STORMWATER**
- 9. BUILDING INSPECTIONS, PLANS REVIEW AND PERMITTING**
- 10. CONSTRUCTION ENGINEERING INSPECTION (CEI)**
- 11. PROJECT MANAGEMENT**

SECTION 7.0 SAMPLE AGREEMENT (DO NOT COMPLETE)



AGREEMENT No. RFQ 25-02 BETWEEN TOWN OF PEMBROKE PARK AND (CONSULTANT'S NAME)

THIS AGREEMENT is made and entered into as of this day of _____, 2025, by and between **(Consultant's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Consultant's Address)** (hereinafter referred to as the ("CONSULTANT"), and the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ)** No. Number **RFQ 25-02** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide continuing architectural and engineering design services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the

requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services; and;

WHEREAS, all projects funded in part or in whole proceeds of the Broward County or Broward County Transportation Surtax (pursuant to Broward County Code, Section 31½-71 et seq.), this agreement shall include County Contract requirements, County Surtax Ordinance; Florida Statutes, including § 212.055(1); and as applicable the Interlocal Funding Agreement between Broward County and the TOWN for the Project.

WHEREAS, all projects funded in part or in whole by federal funds this agreement shall include the federal provisions requirements and 2 C.F.R. § 200.326, 2 C.F.R. Part 200, Appendix II (eCFR Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), as amended from time to time, that apply to this work (this includes the required contract provisions as well as the suggested contract provisions) are incorporated by reference into this contract as if set forth in full herein. See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F/subject-group-ECFR4424206eaecf751/appendix-Appendix%20II%20to%20Part%20200>

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 25-02 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;
- D. Truth in Negotiations Form hereto as “Exhibit C”
- E. Fee Schedule attached hereto as “Exhibit D”.
- F. As applicable, Broward County Surtax or Federal contract provisions to be amended to this agreement as “Exhibit E”, as required.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 **Loss of Funding:** The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by The Town Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that

the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. GENERAL PROVISIONS.

3.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

4.1 The TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task / Work Order under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task, to be billed by work order and in accordance with "Exhibit D".

4.2 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Project permitted under this Agreement "Reimbursable Expenses"), CONSULTANT agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. The Town shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

4.3 Salary Costs. The term Salary Costs and Fee Schedule Exhibit "D" hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be CONSULTANT's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of CONSULTANT within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

4.3.1 CONSULTANT shall require all of its Subconsultants to comply with the requirements of Section 4.3.

4.3.2 Salary Costs for CONSULTANT and Subconsultants as shown in Exhibit D are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit D for CONSULTANT or any Subconsultant, Consultant shall reimburse The Town based upon the actual costs determined by the audit. The Town may withhold the amount Consultant is required to reimburse The Town from any payment due Consultant.

4.4 Method of Billing.

4.4.1 For Maximum Amount Not-To-Exceed Compensation: CONSULTANT shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable.

Project billings funded under the Broward County or Broward County Transportation Surtax shall also indicate the cumulative amount of CBE participation to date.

The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by CONSULTANT is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

4.4.2 For Lump Sum Compensation: CONSULTANT shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished.

Project Billings funded by Broward County or Broward County Transportation Surtax for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date.

The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

4.5 Fiscal Year. The continuation of this Agreement beyond the end of any The Town fiscal

year is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

SECTION 5. TRUTH-IN-NEGOTIATION CERTIFICATION

5.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 6. INDEPENDENT CONSULTANT

6.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. TIME FOR PERFORMANCE

7.1 CONSULTANT shall perform the Services within the time periods specified in the Scope of Services. Time periods shall commence from the date of the applicable Notice to Proceed.

7.2 CONSULTANT must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for CONSULTANT to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require CONSULTANT to submit the itemized deliverables and documents identified in the Scope of Services for the Contract Administrator's review.

7.3 If the Contract Administrator determines that CONSULTANT is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the Town or other governmental agencies having jurisdiction over the Project and such delays are not the fault of CONSULTANT, or because of delays caused by factors outside the control of CONSULTANT, The Town shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of CONSULTANT's control, and to inform the Contract Administrator of all facts and details related to the delay. CONSULTANT must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

7.4 If (a) CONSULTANT fails to substantially complete the Project on or before the substantial completion date specified in its agreement with The Town, or (b) if CONSULTANT is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated for all Services rendered by Consultant beyond the substantial completion date.

7.5 If CONSULTANT fails to substantially complete the Project on or before the substantial completion date specified in its agreement with The Town, and the failure to substantially complete is caused in whole or in part by CONSULTANT, then CONSULTANT shall pay to The Town its proportional share of any claim for damages to CONSULTANT arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the CONSULTANT and The Town are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

7.6 If Services are scheduled to end due to the expiration of this Agreement, at the request of the Contract Administrator, CONSULTANT agrees to continue to provide Services for an extension period, not to exceed three months, upon the same terms and conditions as contained in this Agreement. CONSULTANT shall be compensated for such Services at the rate in effect when the extension is invoked by The Town. To exercise an extension authorized by this section, the Purchasing Director shall notify CONSULTANT in writing prior to the end of the term of this Agreement.

SECTION 8. INDEMNIFICATION.

8.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of the CONSULTANT, its employees, subconsultants, or anyone for whose actions CONSULTANT is legally responsible. Town shall, to the fullest extent permitted by law, indemnify and hold harmless CONSULTANT from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest,

and court costs) to the extent such damages result from the negligent act, error, or omission of Town, its employees, construction managers, subcontractors, or anyone for whose actions Town is legally responsible. Neither of the parties is obligated to indemnify the other party in any manner whatsoever for its own negligence. The parties expressly agree this indemnity provision does not include - and in no event shall CONSULTANT be required to assume - any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by CONSULTANT. The Town agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to CONSULTANT's officers and employees, their heirs and assigns, and CONSULTANT's Subconsultants, their heirs and assigns.

8.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

8.3 Nothing herein shall be construed to extend the TOWNS's liability beyond that provided in Section 768.28, Florida Statutes.

8.4 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 9. RECORDS AND INSPECTION.

9.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient times.

9.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

9.3 Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that

pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance under this Agreement, whether by CONSULTANT or Subconsultants.

9.4 The Town, Broward County, and Inspector General shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County, Florida. CONSULTANT hereby grants the right to conduct such audit or review at CONSULTANT's place of business, if deemed appropriate by The Town or Broward County, with seventy-two (72) hours' advance notice. CONSULTANT agrees to provide adequate and appropriate workspace. CONSULTANT shall provide reasonable access to CONSULTANT's facilities and shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

9.5 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for The Town's disallowance and recovery of any payment upon such entry.

9.6 If an audit or inspection in accordance with this section discloses overpricing or overcharges to The Town of any nature by CONSULTANT or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed, in addition to making adjustments for the overcharges, CONSULTANT shall pay the actual cost of the audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of the audit findings to CONSULTANT.

9.7 CONSULTANT shall, by written contract, require its Subconsultants to agree to the requirements and obligations as stated in Section 9.

SECTION 10. COMPLIANCE WITH LAWS.

10.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The Town as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

- A. If the PROJECT involves E.P.A. Grant eligible work, the TOWN and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.
- B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the TOWN and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement. shall comply with all applicable federal, state, and

local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including but not limited to the express provisions of: (A) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, C.F.R., Title 2, A, Chapter 11, Part 200, (B) Appendix to Part 200 and (C) Federal Aid Requirements, FHWA - 1273.

- C. Any documents provided by CONSULTANT to the TOWN are public records and the TOWN may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 11. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

11.1 The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 12. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

12.1 During the performance of this Agreement or any related Task the CONSULTANT:

- A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.
- B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- C. CONSULTANT shall comply with Title I of the Americans with Disabilities

Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

D. CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 13.0 BROWARD COUNTY CBE/SBE COMPLIANCE (TRANSPORTATION SURTAX AND COUNTY-FUNDED PROFESSIONAL SERVICES)

A. The Town has adopted Broward County's CBE/SBE participation provisions for all County-funded and Transportation Surtax-funded projects to promote meaningful participation by local small businesses in professional services contracts. The Consultant shall comply with all applicable requirements of the Broward County Certified Business Enterprise (CBE) and Small Business Enterprise (SBE) Programs, as administered by the Broward County Office of Economic and Small Business Development ("OESBD").

B. If a CBE and/or SBE participation goal has been established for this Agreement, the Consultant shall make good faith efforts to achieve the goal(s) established by Broward County and communicated by the Town. Only firms certified by Broward County OESBD as CBEs or SBEs at the time of proposal submission and throughout the duration of this Agreement may be utilized to meet the participation requirements.

C. The Consultant shall submit all documentation required to verify compliance with CBE/SBE participation, including: OESBD Utilization Plan identifying certified subconsultants and the percentage of work assigned; Monthly Utilization and Payment Reports reflecting payments made to CBE/SBE subconsultants; and Final CBE/SBE Utilization Report at project completion.

D. The Consultant shall maintain accurate and complete records of all work and

payments to certified subconsultants and shall provide access to such records upon request by the Town, Broward County, or OESBD.

- E. Consultant shall inform the Town immediately if a CBE firm is unable to perform, or if the Consultant believes a CBE firm should be replaced for any reason, so that OESBD may review and verify the Consultant's good faith efforts to substitute the CBE firm with another certified firm. Whenever a CBE firm is terminated for any reason, the Consultant shall provide written notice to OESBD and, upon written approval of the OESBD Director, shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in this Agreement or agreed to in writing by the Parties.
- F. A substitution shall not be required if the termination results from a modification of the Scope of Services and no CBE firm is available to perform the modified work. In such event, the Consultant shall notify OESBD, and OESBD may adjust the CBE goal by written notice to the Consultant. The Consultant shall not terminate a CBE firm for convenience without OESBD's prior written consent, which consent shall not be unreasonably withheld.
- G. No later than ten (10) business days after the end of each month, the Consultant shall provide written monthly reports to the Town's Contract Administrator and to OESBD, in the form and manner requested by OESBD, attesting to the Consultant's compliance with the CBE/SBE participation commitment. The Town and OESBD may conduct onsite reviews to monitor progress. The Consultant shall cooperate fully with all compliance activities.
- H. If the Consultant fails to meet the CBE/SBE commitment and OESBD determines that the Consultant did not make good faith efforts (as defined in Section 1-81, Broward County Code of Ordinances), the Consultant shall pay to the Town liquidated damages equal to fifty percent (50%) of the dollar amount by which the Consultant failed to achieve the commitment, up to a maximum of ten percent (10%) of the total contract amount, excluding reimbursable costs.
- I. The Town may elect to credit this amount against any sums owed to the Consultant or require payment within thirty (30) days after written demand. These liquidated damages are proportionate to the loss expected from the breach and are not a penalty.
- J. Failure to comply with reporting, documentation, or substitution requirements shall also constitute a material breach of this Agreement and may result in additional remedies, including:
 - a. Withholding of progress or final payments until compliance is verified;
 - b. Disallowance or recovery of costs deemed ineligible due to

- noncompliance;
 - c. Termination of the Agreement for cause; or
 - d. Referral to Broward County OESBD for suspension or debarment consideration.
- K. Consultant acknowledges that Broward County may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the modifications are not unreasonable. Written notice of such modifications shall be provided to the Consultant, who shall have ten (10) business days to object in writing if the Consultant believes the modification exceeds the County's authority. Failure to timely object shall constitute acceptance.
- L. OESBD may modify required participation levels in connection with any amendment, extension, modification, change order, or Work Authorization that increases the original Agreement price by ten percent (10%) or more. The Consultant shall make good faith efforts to include CBE firms in work resulting from any such amendment or change and shall report such efforts, with supporting documentation, to OESBD.
- M. The Consultant shall incorporate this CBE/SBE Compliance section into all subcontracts, task orders, and professional service agreements issued under this Agreement, and shall ensure that all subconsultants are informed of and comply with these requirements.
- N. Compliance with this section shall be in accordance with the following Broward County governing authorities, as amended: Broward County Administrative Code, Section 19.38 et seq.; Broward County Ordinance No. 2012-33; Broward County Code of Ordinances, Section 1-81; Broward County OESBD CBE/SBE Program Manual; and Broward County Transportation Surtax Program Municipal Project Participation Requirements.

SECTION 14. BROWARD COUNTY SURTAX REQUIREMENTS

14.1 If this Agreement is funded, in whole or in part, by the transportation surtax levied pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (the "County Surtax Ordinance"), then the Agreement shall be subject to the terms and conditions of the County Surtax Ordinance, Section 212.055(1), Florida Statutes, and the interlocal funding agreement between Broward County, a political subdivision of the State of Florida ("County"), and the Town (the "Funding Agreement") providing for funding of the Project.

14.2 In the event of any conflict between the terms of this section and any other provisions of this Agreement, the terms of this section shall control. Unless otherwise expressly provided by Florida law, any terms required by the County Surtax Ordinance or Section 212.055(1), Florida Statutes, as amended, shall control in the event of any conflict

with the provisions of this Agreement.

14.3 The Parties agree to perform their respective obligations under this Agreement in accordance with the terms and conditions set forth in this section, if applicable.

SECTION 15. ASSIGNMENT AND SUBCONSULTING

15.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN **may** assign its rights, together with its obligations hereunder.

SECTION 16. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

16.1 Pursuant to Section 119.0701, Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain all public records required by the TOWN to perform the services under this Agreement, and ensure that any public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law, during the term of this Agreement and after completion or termination until such records are transferred to the TOWN.
- B. Upon request from the TOWN's Custodian of Public Records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, all records, data, reports, surveys, and other documents created or obtained in connection with this Agreement shall be the property of the TOWN. CONSULTANT's internal workpapers prepared solely for its professional use shall remain the property of CONSULTANT and are not subject to the terms of this Agreement; however, such workpapers shall remain confidential and maintained in accordance with applicable professional standards.
- D. Upon completion or termination of this Agreement, CONSULTANT shall deliver to the TOWN Manager, at no cost to the TOWN and within seven (7) days, all public records relating to this Agreement in its possession. All electronic records must be provided in a format compatible with the TOWN's information technology systems. After delivery, CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from disclosure. CONSULTANT may retain copies necessary to support its work product for reference or archival purposes, subject to the confidentiality obligations of this Agreement.

16.2 Any request for public records relating to this Agreement must be made directly to the TOWN, which will be responsible for responding. CONSULTANT shall promptly provide all requested records to the TOWN to enable the TOWN to comply with its public records obligations.

16.3 Trade Secrets and Confidential Materials. Any materials submitted to the TOWN that CONSULTANT contends contain trade secrets or are otherwise exempt from disclosure ("Trade Secret Materials") must be separately submitted and clearly labeled: "Exempt from public record production - trade secret."

- A. CONSULTANT shall provide a sworn affidavit from a person with personal knowledge attesting that the materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for the claim. If a third party requests such records, the TOWN shall refrain from disclosing them unless ordered by a court of competent jurisdiction or authorized in writing by CONSULTANT.
- B. CONSULTANT shall indemnify and defend the TOWN, its officers, employees, and agents from any and all claims, losses, or expenses (including reasonable attorneys' fees and court costs) arising from nondisclosure of such Trade Secret Materials.

16.4 Any compensation due to CONSULTANT may be withheld until all public records are received as provided herein. CONSULTANT's failure or refusal to comply with the provisions of this Article shall constitute a material breach and may result in immediate termination of this Agreement by the TOWN.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

SECTION 17. OWNERSHIP AND REUSE OF DOCUMENTS

17.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSULTANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's

designated representative.

17.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any Project Task, are related exclusively to the services described in this Agreement and the task.

17.3 Town acknowledges the Consultant's documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Town upon completion of the work and payment in full of all monies due to the Consultant but shall not limit Consultant's overall operation as a business in any ways.

SECTION 18. PROMPT PAYMENT ACT.

18.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 19. CONFLICT OF INTEREST/CODE OF ETHICS.

19.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

19.2 Standards and Proper Decorum: The TOWN promotes and expects a *high standard* of ethics and professional conduct in all TOWN employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the TOWN.

SECTION 20. SOVEREIGN IMMUNITY.

20.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 21. WARRANTIES AND ATTORNEY'S FEES

21.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

21.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 22. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

22.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 23. INSURANCE.

23.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

- 23.1.1 Workers' Compensation Statutory limits With a limit of \$100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.
- 23.1.2 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, and \$2,000,000.00 excess umbrella liability, including TOWN as an additional insured.
- 23.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto,

including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than \$500,000.00 per occurrence.

23.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of \$1,000,000.00 with a deductible (if applicable) not to exceed \$25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

23.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 24. DOMESTIC PARTNERSHIP REQUIREMENT

24.1 Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Consultant certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

SECTION 25. LIVING WAGE REQUIREMENT

25.1 To the extent Consultant is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Consultant agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Consultant shall ensure all of its Subconsultants that qualify as "covered employers" fully comply with the requirements of such ordinance.

SECTION 26. NON-EXCLUSIVITY.

26.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 27. ANTI-DISCRIMINATION.

27.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a

member of the World Trade Organization or any country with which the United States has free trade.

SECTION 28. NOTICE.

28.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

The Town
Office of the Town Attorney
Goren Chero Doody Ezrol
3099 E Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

With copy to the:

Project Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023

CONSULTANT:

SECTION 29. MODIFICATION.

29.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 30. SCRUNTIZED COMPANIES.

30.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

30.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

30.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 31. NO CONTINGENCY FEES.

31.1 The CONSULTANT warrants 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 this Agreement, and 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 or making of this Agreement.

SECTION 32. NONCOERCIVE CONDUCT AFFIDAVIT.

32.1 Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion

for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

SECTION 33. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

33.1 If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

- A. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the CONSULTANT acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and Incorporated herein.

SECTION 34. ORDER OF PRECEDENCE.

34.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 35. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

35.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such project tasks.

35.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

35.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended,

modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

35.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

35.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

35.6 The title of this Agreement and any WORK ORDER hereunder and the section and paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

35.7 This Agreement and any WORK ORDER hereunder may be executed on one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

35.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW