

## **CITY OF LIGHTHOUSE POINT REQUEST FOR QUALIFICATIONS**

In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) the City invites qualified design firms to submit proposals for consideration for Professional Architectural Services for the programming and planning, schematic design, and design services for the repurposing of an existing fire station located at 3640 NE 22<sup>nd</sup> Avenue, Lighthouse Point, FL 33064. The approximate 9,000-square-foot fire station is being repurposed to the Building Department. The City Commission has not decided whether or not it will proceed with the project and the selected design firm will work closely with the City Commission on each design phase. The City Commission may decide not to do the project at any time; therefore, it is extremely important for the selected design firm to walk the City Commission through the design process. It is anticipated that most of the work will be interior work with little to no site work. The most likely delivery method will be design, bid, and build.

The City of Lighthouse Point, Florida, is soliciting qualified persons or firms to perform Professional Architectural Services for design, preparation of construction documents, and to provide professional assistance during construction. The Request for Proposal is advertised on DemandStar and the Sun Sentinel. The Request for Proposal is also available from the City Clerk's Office, located at 2200 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064.

Sealed proposals will be received until Tuesday, May 9, 2023, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk for:

### **Professional Architectural Services RFQ 2023-002**

As a prerequisite for consideration, applicants must be prepared to furnish evidence of having a minimum of five (5) years' experience in design of public facilities having a construction cost of \$2,000,000 and above.

It will be the sole responsibility of the consultant to clearly mark bid as such, and ensure that the bid reaches the City prior to the bid opening date and time listed. One (1) original, eight (8) copies, and one (1) USB drive must be submitted in sealed packaging and clearly marked "**Professional Architectural Services – RFQ 2023-002**" on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a bid is received will be resolved against the consultant. Consultants are also requested to submit a thumb drive containing their proposal.

Pursuant to Florida law, all responses to this Request for Qualifications are exempt public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are conducted, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise.

Contact the City Clerk's Office at 954-943-6500 with any questions concerning this Request for Qualifications.

Office of the City Clerk  
Advertised: April 9, 2023

## **SECTION 1: INSTRUCTIONS TO CONSULTANTS**

The following instructions are given for the purpose of guiding Consultants in properly preparing their proposal or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

- 1. QUALIFICATIONS OF CONSULTANTS** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Lighthouse Point, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Lighthouse Point. The Consultant must have sufficient professional staff to complete the work in the time required. As a prerequisite for consideration, applicants must be prepared to furnish evidence of having a minimum of five (5) years' experience in the design of public facilities having a construction cost of \$2,000,000 and above.
- 2. PERSONAL INVESTIGATION:** Consultants shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Consultant from any risk or from fulfilling all terms of the contract.
- 3. INCONSISTENCIES:** Any seeming inconsistency between different provisions of the RFQ requiring explanation must be inquired into by the Consultant, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Consultants shall abide by the decision of the City Administrator or designee as to such interpretation.
- 4. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Consultant. Consultants must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent to all prospective Consultants (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Consultant to receive any such addenda or interpretation shall not relieve any Consultant from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Consultant shall verify that he has all addenda before submitting his proposal.
- 5. 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 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 submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 6. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.
- 7. LEGAL CONDITIONS:** Consultants are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the City of Lighthouse Point, including without limitation those relating to professional architectural services. Any omissions or inconsistencies herein shall not relieve Consultant of any obligations to comply with such applicable laws, at Consultant's expense.

8. FORMS OF PROPOSALS: Sealed proposals will be received until Tuesday, May 9, 2023, at 2:00 p.m. local time, in the Office of the City Clerk, located in the Lighthouse Point City Hall, 2200 N.E. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064. Proposals will be publicly opened and read aloud immediately thereafter in the Fletcher Hall, located at 2200 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064. The forms must be submitted in good order and with all the blanks filled in. One (1) original, eight (8) copies and one (1) USB drive must be enclosed in a sealed envelope when submitted to the Office of the City Clerk, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Consultant and be clearly marked "**Professional Architectural Services – RFQ 2023-002**" The Proposal must be signed by one duly authorized to do so, and in the case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Clerk as stated above, within the specified time. Consultants are also requested to submit a thumb drive containing their proposal. Any dispute concerning the timeliness of receipt of a proposal shall be resolved against the Proposer.

9. FILLING IN PROPOSALS: Consultants are required to state the names and places of residence of all persons interested, and if no other person is interested, the Consultant shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

10. REJECTION OF PROPOSALS: The City reserves the right to reject any Proposal if the evidence submitted by the Consultant, or if the investigation of such Consultant, fails to satisfy the City that such Consultant is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Consultants. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City of Lighthouse Point reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Proposals and re-advertise.

11. AWARD OF PROPOSAL: City will award the Proposal to the most qualified Consultant as determined by the Selection Committee and approved by the City Commission using the selection process described in Sections 6 "SELECTION CRITERIA – QUALIFICATION RANKING" and 7 "NEGOTIATIONS."

12. AGREEMENT: The City anticipates entering into an agreement with the Consultants who submits the qualifications judged by the City to be most advantageous to the City. The City may select one or more firms for the Project. City reserves the right to award the projects in any fashion it, in its sole determination, decides is in its best interest. The Consultant understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

13. AUDIT OF CONSULTANT'S RECORDS: Upon award, the City reserves the right to conduct any necessary audit of the Consultant's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period of up to three (3) years. The City may also require the submittal of the records, at no cost to the City, from the Consultant, the subconsultant, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the Request for Qualifications provisions. Failure of the Consultant to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subconsultant at the option of the City. The Consultant shall assure that his subconsultant will provide access to his records pertaining to the project upon request by the City.

14. DEVELOPMENT COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. Consultants should prepare their submittals simply and

economically, providing a straightforward and concise description of Consultant's ability to meet requirements of the RFQ.

15. EQUAL OPPORTUNITY: The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

16. QUESTIONS ABOUT THE RFQ: Questions regarding the project or the qualification process shall be directed in writing to the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064 or by email at [ndavisson@lighthousepointfl.gov](mailto:ndavisson@lighthousepointfl.gov) no later than Friday, April 28, 2023, at 2:00 p.m. local time.

17. LOBBYISTS: Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. City of Lighthouse Point Ordinance 2011-0897 requires Lobbyists to register with the City PRIOR to engaging in lobbyist activities within the City. Contact with personnel of the City of Lighthouse Point other than the City Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

Failure by the City to respond to an inquiry shall not excuse a late or incomplete submission.

## **SECTION 2: SCOPE OF WORK**

1. In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) the City invites qualified design firms to submit proposals for consideration for Professional Architectural Services for the programming and planning, schematic design, and design services for the repurposing of an existing fire station located at 3640 NE 22<sup>nd</sup> Avenue, Lighthouse Point, FL 33064. The approximate 9,000-square-foot fire station is being repurposed to the Building Department. The City Commission has not decided whether or not it will proceed with the project and the selected design firm will work closely with the City Commission on each design phase. The City Commission may decide not to do the project at any time; therefore, it is extremely important for the selected design firm to walk the City Commission through the design process. It is anticipated that most of the work will be interior work with little to no site work. The most likely delivery method will be design, bid, and build.

2. The design and improvements must meet the requirements of the Americans with Disabilities Act (ADA) and Florida's Americans with Disabilities Act Accessibility Guidelines, Section 553.501, et seq., Florida Statutes.

3. The City reserves the right to expand the original scope of work to include other related projects and processes.

4. Individual tasks will be identified, and payment schedules will be negotiated at that time. These work tasks

may involve one or more of the following:

- a. Study the routine operations as required to achieve a thorough familiarity and understanding of the operations of the department.
- b. Identify, determine, and provide designs to meet the specific space needs for long-term use projected at 30 years.
- c. Review and determine the site needs of the operational elements as they relate to the existing facilities and sites; review current and future parking requirements.
- d. Provide a specific plan for review and consideration by the City Commission prior to the City determining whether to proceed with additional review and work from Proposer.
- e. Provide approximate cost of construction, equipment, and furnishings.
- f. Present site plan, with renderings, to the Community Appearance Board and Planning and Zoning Board for approval, if applicable but not anticipated.

- g. Prepare construction documents and specifications for the project buildings as awarded.
- h. Work in a team environment during design, and obtain input from City staff. Value engineer the project.

Any contract with the selected Proposer will provide for City authority to approve tasks, or not to proceed further after any of the tasks are completed.

### **SECTION 3: INSURANCE REQUIREMENTS**

Consultant will have the proper insurance coverage and documents for this type of project, which will include:

1. Comprehensive General or Commercial Liability and Errors and Omissions Insurance: Consultant shall provide Comprehensive General or Commercial Liability Insurance and Errors and Omissions Insurance, including the City of Lighthouse Point, as an additional insured, with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Consultant shall provide Two Million and 00/100 Dollars (\$2,000,000.00) annual aggregate Comprehensive General Liability and Errors and Omissions coverage. City shall be named as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. Coverage must include claims for damaged property.
2. Worker's Compensation: Consultant shall comply with statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and 00/100 Dollars (\$1,000,000.00) limit, and One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Consultant agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Consultant shall provide Worker's Compensation and Employer's Liability Insurance for the benefit of Consultant's work force in accordance with State Statutes.
3. Business Automobile Liability: Consultant shall provide Business Automobile Liability with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The City shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the City annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.
4. Certificates of Insurance: Before commencing performance of the Agreement, the Consultant shall furnish the City of Lighthouse Point a duplicate policy of Certificate of Insurance for the required insurance as specified above, and must expressly provide coverage for damage to City and third-party property resulting from the work by Consultant and/or its subConsultants, which shall contain the following:
  - a) Name of insurance carrier(s)
  - b) Effective and expiration dates of policies
  - c) Thirty (30) days written notice by carrier of any cancellation or material change in any policy
  - d) Duplicate Policy or Certificates of Insurance stating that the interests of the City of Lighthouse Point, Florida, is included as an additional named insured, and specifying the project/location.

Insurance shall apply despite any insurance which the City of Lighthouse Point may carry in its own name.

5. Subconsultant Insurance: Consultant is advised to require all of its subconsultants to provide the aforementioned coverage as well as any other coverages that the Consultant may consider necessary, and any deficiency in the coverages or policy limits of any subconsultants will be the sole responsibility of the Consultant.

## **SECTION 4: INDEMNITY**

The Consultant agrees to protect, defend, indemnify, and hold harmless the City of Lighthouse Point, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant, its employees, servants, agents, and subconsultants. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Consultant further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent.

## **SECTION 5: GOVERNING LAW**

Interested Consultants will agree that the contracts 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.**

## **SECTION 6: SELECTION CRITERIA – QUALIFICATIONS RANKING**

A Selection Committee will evaluate all of the qualifications of Consultants, as contained in their submittals. Each Consultant should submit documents that provide evidence of capability to provide the services required for the Committee's review. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency. The Selection Committee will rank order consultants and select the top firm. The Selection Committee will first evaluate all Consultants' written qualifications, references, and technical proposals as contained in their submittals. At least three (3) of the consultants will be provided an opportunity to provide presentations regarding their qualifications, approach to the Project, and ability to finish the Project. Presentations will be conducted to provide an opportunity for the Consultant to clarify his/her proposal to ensure a thorough mutual understanding of the project and qualifications. The Committee will rank the design firms after oral presentations. The firms will be notified of the time and place of the presentations. At least three (3) of the firms will be ranked by the Selection Committee as deemed to be qualified in order of preference and the ranking will be presented to the City Commission.

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Selection Criteria	Points
Abilities of Professional Personnel	20
Past Performance	20
Similar Experience	20
Ability of Consultant to Meet Time and Budget	20
Current Workload	10
Location of Firm's Office	5
Certified Minority Business Enterprise	5
<b>Maximum Points</b>	<b>100</b>

- a. **Abilities of Professional Personnel – 20%:** The general and specific project related capability of the in-house field support, and in-house office support, including previous experiences in similar projects, company history, project management style and assurance, and quality and completeness of work.
- b. **Past Performance – 20%:** An indication of customer satisfaction, references, interagency cooperation, innovation, and success.
- c. **Similar Experience – 20%:** Experience with respect to architectural design comparable in type, site, and complexity completed. Demonstrate knowledge and experience in the evaluation of building systems, construction techniques, material evaluation, and value engineering to ensure optimum value in meeting the design requirements.
- d. **Ability of Consultant to Meet Time and Budget – 20%:** Available resources and support, number of personnel assigned to the project, and use of technology; an indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project, as well as its ability to meet time and budget requirements of the City. Explain in detail your approach to the project from initial involvement in contract document preparation through the final construction to monitor this project, including how you will address City deadlines and budgetary limitations.
- e. **Current Workload - 10%:** Number of projects currently under contract and the ability to perform all tasks.
- f. **Location of the Firm's Office – 5%:** Ranking will be based on proximity of the office that will perform the work to the City of Lighthouse Point.
- g. **Certified Minority Business Enterprise – 5%:** Whether firm is a certified minority business enterprise.

## SECTION 7: NEGOTIATIONS

After award by the City Commission, City staff will negotiate with the top-ranked firm(s). Staff will then present the results of the negotiations to the City Commission with its recommendation. If the City Commission determines that staff was unable to negotiate a satisfactory contract with the firm(s) considered to be the most qualified at a price the City

determines to be fair, competitive, and reasonable, negotiations with that firm(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected firm(s), the City may select additional firms in order of their competence and qualifications as ranked by the Selection Committee, and continue negotiations until an agreement is reached. However, the City reserves the right to reject all qualifications, to waive any irregularities, and solicit and re-advertise for other qualifications.

## **SECTION 8: INSTRUCTIONS AND DOCUMENTS FOR PREPARING SUBMISSION**

1. The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFQ.

2. To be considered, Consultants must submit a complete response to this RFQ, using the format provided in the submittal criteria. Each proposal must be submitted with one (1) original and ten (10) copies, to the City Clerk. Proposals must be signed by an official authorized to bind the Consultant to its provisions. For this RFQ, the proposal must remain valid until contract inception. Moreover, the contents of the proposal of the successful Consultant may be incorporated into the contract.

3. **Letter of Proposal.** Describe in two (2) pages or less, why you believe your firm to be the best qualified to provide the requested services and why your proposal would be the most effective and beneficial to the City. This letter will summarize in a brief and concise statement the Consultant's qualifications. An official authorized to negotiate for the Consultant must sign the letter of transmittal.

4. **Organization Qualifications.** The proposal must give a description of the firm including the size, range of activities, abilities, and experience of the firm's professional personnel, capabilities of the firm to meet the time and budget requirements of the City, past performance of the firm on similar projects, current and projected workload, ability to meet the City's insurance requirements and availability and access to the firm's top-level management personnel. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of construction project management capabilities for these types of facilities will be brought to bear on the proposed work. The Consultant shall provide the City with the resumes of all the primary individuals involved. The Consultant must supply all proper State and local business license(s).

### **5. Profile of Professional Architectural Services:**

- a. State whether your Firm is national, regional, or local.
- b. State whether your firm is a certified minority business enterprise.
- c. State the location of the office from which your work is to be performed.
- d. Describe the Firm, including the size, range of activities, and other pertinent information.
- e. Provide a list and description of similar municipal or other projects satisfactorily performed within the past five (5) years. Additional, identify projects completed under a "Construction Management At-Risk Services" method. Identify category 5 fire stations that the firm has designed. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance.
- f. Provide information on any litigation (settled or pending) the Firm has been involved in within the last five (5) years.
- g. Describe experiences in conducting similar projects for each of the staff assigned to the project.
- h. Describe the relevant educational background of each individual.
- i. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise, and estimated hours for each member of the team.
- j. Describe what municipal staff support is anticipated for this type of project.

k. Describe your approach to performing the work and how your firm will work closely with the selected City's Project Manager and City staff.

To receive consideration the firm and at least one person currently with the firm must, within the past 5 years, have conducted or assisted in the identification of space needs or design of a category 5 fire station, emergency operations center, or comparable public facility.

**6. No rates or fees in Proposal.** This Request for Proposals is intended to select the most qualified firm. The proposal shall not include any proposed rates or fee structures, as those will be negotiated only with the selected Consultant(s).

**7. Documentation from State of Florida Division of Corporations.** Documentation from State of Florida Division of Corporations confirming that Consultant is authorized to do business in the State of Florida.

**8. Attachments A, B, C, D, E, F, and G** Must be completed by Consultants.

- A. Proposal Form
- B. Summary of Qualifications
- C. Drug-Free Workplace Certification of Compliance
- D. Non-Collusion Affidavit
- E. Scrutinized Company Certification, pursuant to Florida Statute 287.135
- F. E-Verify Form, pursuant to Florida Statute 448.95
- G. Documentation from the State of Florida Division of Corporations confirming the Consultant authorized to do business in the State of Florida.

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**ATTACHMENT A**  
**PROPOSAL FORM**  
**PROFESSIONAL ARCHITECTURAL SERVICES, RFQ 2023-002**

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(Company Name)

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(Address, City, State, Zip, Phone Number)

TO: City of Lighthouse Point  
Attention: City Clerk's Office  
2200 N.E. 38<sup>th</sup> Street  
Lighthouse Point, FL 33064

The undersigned, as Consultant, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Consultant further declares that he has examined the Request for Proposal and understands the equipment and materials that are desired, that he has made sufficient investigations to fully satisfy himself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the labor, equipment and materials to be provided, and has the Request for Qualifications, and he has read all addenda prior to the opening of Proposals, and has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Consultant proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Consultant.

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Signature

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Printed Name, Title

**ATTACHMENT B**

**SUMMARY OF QUALIFICATIONS**

Number of years your company has been in business to provide Professional Architectural Services:

List of similar projects, locations, and dates of service:

Project Location Date of Service Contact Name/Phone #

Has this company ever failed to complete work awarded to it? \_\_\_\_\_ If yes, where, when and why?

Will this firm be using subcontract firms? \_\_\_\_\_ If yes, name of primary subconsultant.

Does this company have adequate staff and expertise to perform the project? \_\_\_\_\_

Provide Written Description Qualifications of key employee(s) to be assigned to City:

Attached Company Brochure or Fact Sheet (if available).

## Insurance limits:

- A. Workmen's Compensation -  
limit per accident \$ \_\_\_\_\_
- B. Comprehensive General Liability -  
limit per occurrence \$ \_\_\_\_\_
- C. Errors and Omissions Insurance \$ \_\_\_\_\_
- D. Business and Automotive liability-  
limit per occurrence \$ \_\_\_\_\_
- E. Other: \$ \_\_\_\_\_

(Consultant will be required to furnish documentation if awarded the contract)

Is this company a subsidiary? \_\_\_\_\_

If yes, name of Parent company. \_\_\_\_\_

Names of principals or officers:

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Name	Title
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Names of principals or officers of Parent Company, if any:

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Name \_\_\_\_\_ Title \_\_\_\_\_

Names of principals or officers of Primary Subconsultant, if any:

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Name \_\_\_\_\_ Title \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

### Signature

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Printed Name, Title

## ATTACHMENT C

## **DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE**

The undersigned Consultant (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that does:

(Name of Company)

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

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

### Signature

Print Name

## Title

Date

STATE OF \_\_\_\_\_)

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of \_\_\_\_\_.

He/she is personally known to me or has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

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(Name of Notary Typed, Printed or Stamped)

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the Consultant that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Consultant, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm, or person to fix the price or prices in the attached RFQ, or of any other Consultant, or to fix any overhead, profit or cost element of the Proposal or the response of any other Consultant, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The Proposals in the attached RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Consultant or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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**Signature**

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Print Name

## Title

Date

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )  
 ) SS )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of \_\_\_\_\_.  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

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(Name of Notary Typed, Printed or Stamped)

## ATTACHMENT E

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

Certify that \_\_\_\_\_:  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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Company Name

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**Signature**

Print Name

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**Title**

## **ATTACHMENT F**

### **E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

Project Name: Professional Architectural Services  
Project No.: RFQ 2023-002

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#### **1. Definitions:**

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a vendor or Consultant.

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

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subConsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and

Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **2. Contract Termination**

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF \_\_\_\_\_)

)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ on behalf of \_\_\_\_\_.  
He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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NOTARY PUBLIC

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(Name of Notary Typed, Printed or Stamped)