

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

In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) the City invites qualified engineering firms to submit responses for consideration for Continuing Professional Engineering Services for general consulting engineering and surveying services as requested by the City of Lighthouse Point.

The City of Lighthouse Point, Florida, is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing general engineering services for planning and public works projects for studies, design, plans production, construction management, compliance reviews, and other miscellaneous engineering projects.

The Request for Qualifications is advertised on DemandStar and the Sun Sentinel. The Request for Qualifications is also available from the City Clerk's Office, located at 2200 NE 38<sup>th</sup> Street, Lighthouse Point, FL 33064.

Sealed responses will be received until Tuesday, August 29, 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. Responses will be publicly opened and read aloud immediately thereafter in the Office of the City Clerk for:

### **Continuing Professional Engineering Services RFQ 2023-007**

As a prerequisite for consideration, applicants must be prepared to furnish evidence of having a minimum of ten (10) years' experience in general consulting engineering and surveying services.

It will be the sole responsibility of the consultant to clearly mark response as such, and ensure that the response reaches the City prior to the response 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 **"Continuing Professional Engineering Services – RFQ 2023-007"** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a response is received will be resolved against the consultant. Consultants are also requested to submit a thumb drive containing their response.

Pursuant to Florida law, all responses to this Request for Qualifications are exempt public records until thirty (30) days after opening, or award of response, 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 responses, to waive any and all informalities and irregularities, and to accept or reject all or any part of any response as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject responses 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: July 27, 2023

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

The following instructions are given for the purpose of guiding Consultants in properly preparing their response or responses. 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 Response 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 ten (10) years' experience in general consulting engineering services.

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 Responses. After Responses 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 responses. 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 responses. Failure of any Consultant to receive any such addenda or interpretation shall not relieve any Consultant from any obligation under his response as submitted. All addenda so issued shall become a part of the contract document. Consultant shall verify that it has all addenda before submitting its response.

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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 engineering 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 RESPONSES:** Sealed responses will be received until Tuesday, August 29, 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. Responses 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. 38<sup>th</sup> Street, Lighthouse Point, Florida 33064, and all outer packaging must show the name of the Consultant and be clearly marked **"Continuing Professional Engineering Services – RFQ 2023-007"** The Response

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 Response. No Response 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 response. Any dispute concerning the timeliness of receipt of a response shall be resolved against the Proposer.

9. FILLING IN RESPONSES: 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 Response 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 Response.

10. REJECTION OF RESPONSES: The City reserves the right to reject any Response 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 Responses will be rejected if there is reason to believe that collusion exists among Consultants. A Response 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 Responses, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Response, and to waive such technical errors as may be deemed to be in the best interest of the City, or the City may reject Responses and re-advertise.

11. AWARD OF RESPONSE: City will award the Response 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 agreement is approved 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 [lhpadmin@lighthousepointfl.gov](mailto:lhpadmin@lighthousepointfl.gov) no later than Friday, August 18, 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**

In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) the City invites qualified engineering firms to submit responses for consideration for Continuing Professional Engineering Services for general consulting engineering and surveying services as requested by the City of Lighthouse Point. The City is seeking to engage for various engineering disciplines including, but not limited to:

1. Condition Assessment, Design, Permitting, and Estimating Probable Construction Costs; Bid Document Preparation, Bidding Assistance, Construction Management, Oversight, and Inspection (as necessary); As-Built and Operation and Maintenance Plan Preparation for various public infrastructure improvement projects.
2. Engineering peer review of plans and documents for private site developments, including offsite improvements in connection with private site developments. Attendance at Development Review Committee meetings and other on-site meetings may be necessary.
3. Traffic Data Collection, including but not limited to, studies on traffic volume, travel time and delays, speed studies, and roadway feature inventories.
4. Engineering planning studies to include but not limited to stormwater infrastructure planning and analysis, sidewalk needs assessment and planning studies, capital improvements and infrastructure rehabilitation master planning, and other miscellaneous engineering planning studies.
5. Procurement preparation in consultation with City staff.
6. Administer the City's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services, including yearly reporting.
7. Manage the City's Community Rating System (CRS) and provide city floodplain management to ensure reduced flood insurance premiums for City residents. The firm shall have a Certified Flood Manager on staff. Review of elevation design plans to confirm compliance with the latest FEMA standards and review of elevation certificates for completeness and accuracy.
8. Consultation and assistance in preparation of local, state, and federal grant or legislative appropriation applications to fund capital projects, as well as provide such services upon any award of such grants or appropriations.
9. Attendance at City Commission and Board meetings, including Planning and Zoning Board meetings, and Community Appearance Board meetings, as well as public workshops, as necessary.
10. The City reserves the right to expand the original scope of work to include other related projects and processes consistent with the qualifications of the professional.

11. The principal of the firm will act as the City Engineer
12. The firm shall comply with all Federal, State, and Local laws or ordinances applicable to the work.
13. All representatives of the firm will cooperate fully with the City in the scheduling and coordination of all phases of work assignments.
14. The City Engineer will report the status of the work to the Mayor or authorized representative upon request.

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.

All work shall comply with the statutory limits of Section 287.055 Florida Statutes.

### **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 responses as contained in their submittals. At least three (3) of the consultants will be provided an opportunity to provide presentations regarding their qualifications and approach to the Project. Presentations will be conducted to provide an opportunity for the Consultant to clarify his/her response to ensure a thorough mutual understanding of the project and qualifications. The Committee will rank the 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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<b>Selection Criteria</b>	<b>Points</b>
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 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 engineering services comparable in type, site, and complexity completed. Demonstrate knowledge and experience in the scope of services to be provided by Consultant as listed in this RFQ.
- 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 work assigned through the agreement, as well as its ability to meet time and budget requirements of the City. Explain in detail your approach to engineering and surveying services from initial involvement and consultation, and including contract document preparation, through work orders as assigned by the City, monitoring projects, 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, to ensure availability to perform work on a timely manner.
- 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 approval of the Selection Committee rank order 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.

Contractual obligations, including hourly rate schedules will be negotiated after rank order of responses is determined and approved by the City Commission.

The qualified firm will maintain an adequate staff of qualified personnel at all times to ensure its completion within the term specified in the work authorization.

## SECTION 8: INSTRUCTIONS AND DOCUMENTS FOR PREPARING SUBMISSION

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

2. To be considered, Responders must submit a complete response to this RFQ, using the format provided in the submittal criteria. Each response must be submitted with one (1) original, eight (8) copies, and one (1) USB drive to the City Clerk. Responses must be signed by an official authorized to bind the Responder to its provisions. For this RFQ, the response must remain valid until contract inception. Moreover, the contents of the response of the successful Respondent may be incorporated into the contract.

3. **Letter of Response.** 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 response 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 response 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 the firm-wide experience and expertise in the areas of the Scope of Services of this RFQ. 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 Engineering and Surveying 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 contractual services satisfactorily performed within the past five (5) years.

- 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 services 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 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.
- k. Describe your approach to performing the work and how your firm will work closely with the selected City staff.

**6. No rates or fees in Response.** This Request for Responses is intended to select the most qualified firm. The response 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. Response 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**

**RESPONSE FORM**

**CONTINUING PROFESSIONAL ENGINEERING SERVICES, RFQ 2023-007**

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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 Response, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Response of the contract to which the Work pertains; that this Response is made without connection or arrangement with any other person, company, or parties making Responses and that the Response 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 Response 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 Responses, and has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this response pertains.

The Consultant proposes and agrees, if this Response is accepted, to begin the project no later than thirty (30) days of the award of the response 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 Continuing Professional Engineering Services:

\_\_\_\_\_

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

Project	Location	Date of Service	Contact Name/Phone #
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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

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

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

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

\_\_\_\_\_  
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

\_\_\_\_\_  
(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 Response;
2. He/She is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Such Response is genuine and is not a collusive or sham Response;
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 Response in connection with the Agreement for which the attached Response 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 Response 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 Responses 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
  ) SS  
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

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

**CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135**

## ATTACHMENT F

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

Project Name: Continuing Professional Engineering Services

Project No.: RFQ 2023-007

#### 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.

\_\_\_\_\_  
 NOTARY PUBLIC

\_\_\_\_\_  
 (Name of Notary Typed, Printed or Stamped)