

**REQUEST FOR QUALIFICATIONS**

**FOR**

**CONTINUING PROFESSIONAL ENGINEERING, ARCHITECTURAL,  
LANDSCAPE ARCHITECTURAL, SURVEYING AND MAPPING  
CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

**RFQ DUE DATE: January 10, 2024**

**RESPONSES DUE NO LATER THAN 2:00 P.M.**

**TOWN OF HIGHLAND BEACH**

**TOWN HALL**

**3614 SOUTH OCEAN BLVD.**

**HIGHLAND BEACH, FL 33487**

**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

Pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act or "CCNA"), the Town of Highland Beach is soliciting qualification statements from interested and qualified engineering, architectural, landscape architectural, surveying and mapping firms to provide consulting services on a continuing contract basis to the Town. Awarded firms may be requested to assist the Town in internal studies for future capital improvement projects. A list of upcoming potential projects is provided under "Exhibit A," attached hereto. The initial term shall be five (5) years, with three (3) one-year mutual renewal options.

Qualification statements must be received by 2:00 P.M. on January 10, 2024, in a sealed envelope clearly labeled "RFQ # 24-001: **CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**" and delivered to:

**Town of Highland Beach Clerk's Office  
c/o Skender Coma, Management Analyst  
3614 South Ocean Blvd., Highland Beach, FL 33487**

**LOBBYING / CONE OF SILENCE**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Highland Beach imposes a cone of silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the Town Commission awards or approves a contract, rejects all bids, proposals or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Firm or its agent shall directly or indirectly communicate with any member of the Town Commission or staff, the Town Manager or any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Management Analyst or his designee. (Section 2-355 of the Palm Beach County Code of Ordinances) Failure to abide by this provision may serve as grounds for disqualification for award of a contract to the Firm. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not

apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this RFQ should be directed to Skender Coma, Management Analyst, E-mail [scoma@highlandbeach.us](mailto:scoma@highlandbeach.us).

**PURPOSE:**

The Town of Highland Beach seeks to enter into agreements with licensed and qualified engineering, architectural, landscape architectural, surveying and mapping firms to assist in the implementation of projects that may relate to road and infrastructure construction, rate studies, GIS, water plant improvements, water quality issues, design and construction of facilities or parts thereof, or any other projects that require professional consulting services as assigned. A list of upcoming potential projects is provided in Exhibit "A" attached hereto.

Section 287.055, Florida Statutes, requires the Town of Highland Beach to assess the consultants' qualifications to perform the requested work prior to their employment. The information submitted in response to this Request for Qualifications (RFQ) will be used by the Town to make this determination. Selected Firms may then be invited to make presentations to the selection committee, at a future date (if the committee determines additional information about the Firm is necessary).

Assignment of tasks to the selected consultant will be at the sole discretion of the Town. The Town may choose to select another Firm or use in-house staff to perform any of the above-described items in whole or in part. Task assignments will be subject to scope definition and fee negotiation on a task-by-task basis. No minimum amount of professional service or compensation is guaranteed to the selected Firm.

**RFQ OPENING:**

Sealed qualification statements will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Blvd., Highland Beach, FL 33487 by: **January 10, 2024, no later than 2:00 P.M. (local time).**

RFQ's will be opened in: **TOWN LIBRARY COMMUNITY ROOM  
3618 South Ocean Blvd.  
Highland Beach, FL 33487  
(Unless otherwise designated)**

**Contact:** **Skender Coma, Management Analyst**  
**Telephone: 561-278-4548; Email: [scoma@highlandbeach.us](mailto:scoma@highlandbeach.us)**

**Office Hours:** **MONDAY – FRIDAY, 8:30 A.M. – 4:30 P.M.**

**ATTENTION ALL INTERESTED RESPONDENTS:**

Copies of this solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com). DemandStar distributes the Town's solicitations through electronic download. Paper copies of this solicitation may be requested from the Town Clerk's Office by calling (561) 278-4548. Respondent(s) who obtain copies of this solicitation from sources other than DemandStar risk not receiving certain addenda issued in connection with this solicitation. It is the sole responsibility of

every Firm to verify with the Town whether any addenda have been issued prior to submittal of a qualification statement.

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**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

*Section 1 – SUBMITTAL INFORMATION*

A. The Town of Highland Beach will receive qualification statements in response to this RFQ until January 10, 2024, at 2:00 P.M. (LOCAL TIME) in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.

B. Any responses received after the above-stated time and date will not be considered. It shall be the sole responsibility of the Firm to have its response delivered to the Town Clerk's Office for receipt on or before the above-stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Responses that arrive after the above-stated deadline for any reason, including but not limited to a delay by the mail service, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Firm's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the proposal and prior to the award being made.

C. If any addenda are issued to this RFQ, the Town will attempt to notify all prospective Firms who have secured their documents through Demandstar; however, it shall be the responsibility of each Firm, prior to submitting its proposal, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addenda were issued and to make any addendum acknowledgments as part of their RFQ response.

D. **One (1) original, so marked, three (3) copies, and one (1) electronic copy on a USB "thumb" drive** of the proposal shall be submitted in one sealed package clearly marked on the outside **"RFQ #24-001: CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)"** to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.

E. Responses shall clearly indicate the legal name, address, and telephone number of the Firm (Firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the Firm to the submitted proposal. Each Firm must note its Federal I.D. number on its submittal.

F. All expenses for preparing proposals submitted in response to this RFQ are to be borne by the Firm.

G. Each Firm, by submission of a qualification statement in response to this RFQ, acknowledges that in the event of any legal action challenging the award of a Contract pursuant to this RFQ, damages, if any, shall be limited to the actual cost of the preparation of the qualification statement.

**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

*Section 2 – PROPOSAL SUBMISSION REQUIREMENTS*

**A. General Requirements.** The purpose of the qualification statement submitted in response to this RFQ is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this Request for Qualifications. As such, the substance of the response to the RFQ will carry more weight than its length, form, or manner of presentation. The qualification statement should demonstrate the qualifications of the Firm and the staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the Request for Qualifications requirements.

The selected Firms shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the Town. Additionally, the selected Firm must be prepared to furnish evidence of having a minimum of ten (10) years' experience with the successful completion of the services specified within this RFQ.

**B. Certification and Licenses.** Firms must include with their qualification statements copies of all applicable certificates and licensing, or business permits related to the Work specified herein.

**C. Insurance.** The Firm shall, at its sole expense, agree to maintain in full force and effect at all times during the life of the resulting Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by the awarded service provider, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Firm under the contract.

(a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town of Highland Beach shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Town of Highland Beach, including, all Officers, Employees, Elected and Appointed Officials are endorsed as an additional insured. The Firm shall agree the Additional Insured endorsements provide coverage on a primary basis.

(b) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.

(c) Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Firm does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Firm to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of

endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Firm shall agree this coverage shall be provided on a primary basis.

(d) In addition to the above limits, the Firm shall provide an umbrella or excess liability policy of at least \$1,000,000.

The Firm shall agree, by submitting a Proposal, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis.

The Town reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of the resulting Agreement. The Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Agreement, the successful Firm shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed. It shall be the responsibility of the successful Firm to ensure that all subcontractors comply with all of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Firm's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Firm shall indemnify, hold harmless and defend at its sole cost the Town of Highland Beach and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in this Agreement and resulting or occurring from any alleged negligence, act omission or error of the Firm, its agents or employees and/or arising from the failure of the Firm, its agents, or employees to comply with each and every requirement of this Agreement or with any Town, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, Firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Firm shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Town and the Named Insureds under the hold harmless agreement from any and all claims arising out of the operations authorized by this Agreement.

Insurance coverage required by this Request for Qualifications shall be in force throughout the Agreement term. Should the successful Firm fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Town shall have the right to consider the Agreement breached and shall have the right to immediately terminate the Agreement.

**D. Detailed Proposal.** The detailed proposal shall follow the order set forth as outlined below and come before the required submittal forms listed in this solicitation.

1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Firm's primary qualifications and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the person authorized to bind the Firm to the submitted proposal.

2. Personnel Qualifications (Maximum Potential Points – 25)

The Firm shall name the actual Project Manager assigned to the Town and other key staff to be assigned to projects. Indicate specific members of the Firm who will have primary responsibility for the Town's contract and provide a brief resume for each, including any professional licensing and/or certifications. Also indicate all key individuals and their roles and/or areas of expertise.

3. Past Experience (Maximum Potential Points – 20)

The Firm will be expected to demonstrate its experience with projects of similar scope. Detail project experience with other municipalities and/or any government agencies. The Firm must provide evidence of a minimum of ten (10) years of experience providing Professional Consulting Services of similar scope. Previous experiences in similar projects should highlight project management style and quality and completeness of work.

4. Approach to Project Management (Maximum Potential Points – 20)

The Firm shall detail approach to be utilized in managing projects including, but not limited to, coordination with other government agencies. The Firm shall explain in detail their approach to Professional Consulting Services from initial involvement and consultation, and including contract document preparation, through work orders as assigned by the Town, monitoring projects, including how the Firm will address Town deadlines and budgetary limitations.

5. Resources, Availability, and Commitment (Maximum Potential Points – 20)

The Firm shall demonstrate a commitment to completing assigned projects on time and within budget. The Firm must be able to demonstrate flexibility and attentiveness to the Town. The Firm must list all projects currently under contract and display the ability to add the Town to their current workload while maintaining a high level of responsiveness and availability. Detail available resources and support, number of personnel assigned to each 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 Town.

6. References (Maximum Potential Points – 10)



7. Certified Minority Business Enterprise **(Maximum Potential Points – 5)**

The Firm shall, if applicable, provide their Minority Business Enterprise Certificate as issued by the State of Florida Office of Supplier Diversity.

Preparation of the RFQ:

This Request for Qualifications (also referred to as “RFQ”) provides the complete set of terms and conditions, specifications, and proposal forms for the required goods and/or services.

SUBMITTAL FORMS – Firms must complete and submit the required forms for submittal to be considered a valid response.

Firm’s Acknowledgement

Services to be Considered

Confirmation of a Drug-Free Workplace

Acknowledgement of PBC Inspector General

Scrutinized Companies Certification Form

Public Entity Crimes Sworn Statement

Acknowledgment of Addendum(s) (if applicable)

Schedule of Sub-Consultants (if applicable)

Statement of No RFQ (if applicable)

References

Additionally

Submit current Florida Professional License, including evidence of possession of required licenses or business permits.

Submit proof of Professional Liability Insurance at the levels in this RFQ.

Submit any Supplemental information relative to this RFQ.

All forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposer in contractual obligations. Unsigned qualification statements will not be accepted.

All forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a form must be initialed in ink. It is a Firm’s sole responsibility to assure that its qualification statement is complete and delivered at the proper time and place of the RFQ opening.

**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

*Section 3 – EVALUATION OF PROPOSALS*

**EVALUATION OF PROPOSALS**

Selection will be in accordance with the requirements of the CCNA (Section 287.055, Florida Statutes). The Selection Committee will review and evaluate all qualification statements submitted in response to this solicitation. The Committee shall conduct a preliminary evaluation of all responses based on the information provided and other evaluation criteria as set forth in this solicitation. The selection of the best-qualified Firms will be based on whether the Firms are responsible and responsive to this solicitation, and will be evaluated by the Selection Committee pursuant to those responses, as follows:

The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion.

<u>Evaluation Criteria</u>	<u>Maximum Potential Points</u>
Personnel Qualifications	25
Past Experience	20
Approach to Project Management	20
Resources, Availability, and Commitment	20
References	10
<u>Certified Minority Business Enterprise</u>	<u>5</u>
<b>Total</b>	<b>100</b>

A. Evaluation Process

1. The Selection Committee will review each written submission for compliance with the requirements of the RFQ, including verifying that each Qualification Statement includes all documents required. In addition, the Selection Committee will ascertain whether the Firm is qualified to render the required services according to State law and regulations and the requirements of this RFQ.

2. In the event less than five (5) Firms submit responses to the RFQ or less than five (5) are deemed qualified by the Selection Committee, then the Town, in the sole exercise of its discretion, shall decide whether to proceed with the lesser number of Firms. If the decision is to re-advertise, and after a subsequent re-advertisement resulting in less than five (5) qualified Firms, then the Town shall proceed hereunder with the qualified Firms.

3. The Selection Committee will score and rank all responsive Firms and Qualification Statements based on the requirements of the RFQ and determine a shortlist of a minimum of five (5) Firms deemed to be the most qualified to perform the required services.

4. The Selection Committee will recommend to the Town Commission to enter a contract with the five (5) top-ranked Firms and may conduct discussions, and interviews, or require presentations from the shortlisted Firms. Upon completion of the discussions, interviews, or presentations, the Selection Committee may re-evaluate, re-rate, and re-rank the Firms based on the evaluation criteria listed above.

5. The Town Commission may approve the ranking or require public presentations by the top three Firms to determine the final ranking.

6. Upon approval of the final ranking by the Town Commission, the Town will negotiate an Agreement with the five (5) top-ranked Firms. Assuming the successful negotiation of an Agreement, the final Agreement will be submitted to the Town Commission for its consideration and approval.

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**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)  
RFQ No.: 24-001**

**SCOPE OF WORK:**

In accordance with Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act), the Town invites qualified Firms to submit qualification statements for consideration for Professional Consulting Services as requested by the Town of Highland Beach. The Town is seeking to engage for various engineering disciplines including, but not limited to:

- Engineering
- Architecture
- Landscape Architecture
- Electrical Engineering
- Right-of-way and Traffic Engineering
- Construction Engineering
- Civil Engineering
- Environmental Permitting and Engineering
- Preparation of Plans and Specifications
- Construction Management
- Construction Inspection Engineering
- Design and/or Construction Supervision and Administration
- Engineering Plan Review
- Geographic Information Systems (GIS) for engineering, utilities, and development Services

Awarded firms shall be expected to perform the following tasks:

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 Town staff.
6. 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.
7. Attendance at Town Commission and Board meetings, including Planning and Zoning Board meetings, and Community Appearance Board meetings, as well as public workshops, as necessary.
8. The Town reserves the right to expand the original scope of work to include other related projects and processes consistent with the qualifications of the professional.
9. The principal of the Firm will act as the Town Engineer.
10. The Firm shall comply with all Federal, State, and Local laws or ordinances applicable to the work.
11. All representatives of the Firm will cooperate fully with the Town in the scheduling and coordination of all phases of work assignments.
12. All other related tasks as assigned based on project task order.

**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**RFQ No.: 24-001**

*Section 4 – GENERAL CONDITIONS FOR FIRMS*

1. FAMILIARITY WITH LAWS: The Firm is presumed to have full knowledge of and be in compliance with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the Town. Ignorance on the part of the Firm will in no way relieve Firm of responsibility to adhere to such regulations.
2. RFQ FORMS: The Firm will submit its response to the RFQ on the forms provided. All descriptive information must be legibly entered. The Firm is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.
3. EXECUTION OF RFQ: The RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
4. RFQ DEADLINE: It is the Firm's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The Town of Highland Beach is not responsible for the U.S. Mail or private couriers regarding mail being delivered by a specified time so that a proposal can be considered. Any RFQ which for any reason are not delivered by the deadline will not be considered. The Town reserves the right to consider RFQ's that have been determined by the Town to be received late due to mishandling by the Town after receipt of the RFQ. Offers by telegram or telephone are not acceptable.
5. RIGHTS OF THE TOWN: The Town expressly reserves the right to:
  - A. Waive any defect, irregularity, or informality in any RFQ or RFQ procedure.
  - B. Reject or cancel any or all RFQ's.
  - C. Reissue the RFQ.
  - D. Extend the RFQ deadline time and date.
  - E. Consider and accept an alternate RFQ as provided herein when most advantageous to the Town.
6. STANDARDS: The factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Firm has:

- A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
- B. A satisfactory record of performance.
- C. A satisfactory record of integrity.
- D. Qualified legally to contract within the State of Florida and the Town of Highland Beach.
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

7. INTERPRETATIONS: Any questions concerning the conditions and specifications should be directed to Skender Coma, Management Analyst, at [scoma@highlandbeach.us](mailto:scoma@highlandbeach.us), in writing no later than ten (10) days prior to the RFQ deadline.

8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, of the State of Florida.

9. SUBCONTRACTING: If a Firm subcontracts any portion of a Contract for any reason, the Firm must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors." The Town of Highland Beach reserves the right to accept or reject any or all qualification statements where a subcontractor is identified and to make the award to the Firm, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject the qualification statement of any Firm if the Firm identifies a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

10. ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Firm through the Town's e-Procurement system (Demandstar.com), it is each Firm's responsibility to check with the Finance Department and immediately secure all addenda before submitting its proposal. Each Firm shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the proposal.

11. ON PUBLIC ENTITY CRIMES – All RFQs as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or 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 a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or design-build team under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list”.

12. SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of a qualification statement in response to this RFQ, Firm certifies that Firm is not participating in a boycott of Israel. Firm further certifies that Firm is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to Contractor of the Town’s determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor 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 Contractor does not demonstrate that the Town’s determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

13. TRADE SECRET: Any language contained in the Firm’s qualification statement purporting to require confidentiality of any portion of the qualification statement, except to the extent that certain information is, in the Town’s opinion, a Trade Secret pursuant to Florida law shall be void. If a Firm submits any documents or other information to the Town which the Firm claims is Trade Secret information and exempt from Chapter 119, Florida Statutes (Public Records Laws), the Firm shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Firm must specifically identify the exemption being claimed under Section 119.07, Florida Statutes. The Town shall be the final arbiter of whether any information contained in the Firm’s Proposal constitutes a Trade Secret. The Town’s determination of whether an exemption applies shall be final, and the Firm agrees to defend, indemnify, and hold harmless the Town its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the Town’s treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR QUALIFICATION



STATEMENT AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

14. SELECTION PROCEDURE: All submittals will be analyzed in accordance with the evaluation procedures listed in this RFQ.

15. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Further the Town may not give a preference to a Proposal based on the Proposer's social, political, or ideological interests.

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## **FORMS**

**THE DOCUMENTS BEHIND THIS PAGE MUST ACCOMPANY THE PROPOSAL IN ORDER FOR THE SUBMITTAL TO BE CONSIDERED RESPONSIVE AND ACCEPTABLE.**

**FIRM ACKNOWLEDGEMENT**

Submit RFQ's to: Town Clerk's Office  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487  
Telephone: 561-278-4548

RFQ Title: **"CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)"**  
RFQ Number: **24-001**

RFQ Due: **January 10, 2024, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

Proposals will be publicly opened and recorded for acknowledgement of receipt, unless specified otherwise, on the date and time indicated above and may not be withdrawn within ninety (90) days after such date and time.

All Contracts entered as a result of this RFQ shall conform to applicable sections of the Town Charter and Town Code of Ordinances.

Name of Firm: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

A Corporation of the State of \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature

**SERVICES TO BE CONSIDERED - PLEASE CHECK OFF EACH TO BE PROVIDED**

\_\_\_\_\_ Civil Engineering

\_\_\_\_\_ Water/Wastewater/Stormwater

\_\_\_\_\_ Architecture

\_\_\_\_\_ Landscape Architecture

\_\_\_\_\_ Geotechnical

\_\_\_\_\_ Transportation

\_\_\_\_\_ Mechanical/Electrical/Plumbing

\_\_\_\_\_ Other Services (Please list below)

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## CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to be considered having a drug-free workplace program, the Firm shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community 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.**

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Authorized Signature

**PALM BEACH COUNTY INSPECTOR GENERAL**

**ACKNOWLEDGMENT**

The Firm is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Firm and its subcontractors and lower tier subcontractors.

The Firm understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Firm or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this contract justifying its termination.

\_\_\_\_\_  
FIRM NAME

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

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

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

\_\_\_\_\_

*(Print individual's name and title)*

For: \_\_\_\_\_

*(Print name of entity submitting sworn statement)*

Whose business address is:

\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person.

A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

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

Date: \_\_\_\_\_  
Signature \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by, as \_\_\_\_\_ (title) of \_\_\_\_\_ (name of company), on behalf of \_\_\_\_\_ (type of entity).

\_\_\_\_\_ who is personally known to me,  
\_\_\_\_\_ who produced \_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
Signature

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

NOTARY PUBLIC – STATE OF FL \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**ADDENDA ACKNOWLEDGEMENT**

TOWN OF HIGHLAND BEACH, FLORIDA

RFQ TITLE: **“CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)”**

RFQ NO.: 24-001

DATE SUBMITTED: \_\_\_\_\_

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract Documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFQ**

**RFQ No.: 24-001**  
**CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

**SCHEDULE OF SUB-CONSULTANTS**

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultants, if required. **If not applicable or if no-sub-consultants will be used in the performance of this work, please sign and date the form and write “Not-Applicable” or “NONE” across the form.**

<u>Name of Sub-Consultant</u>	<u>Address of Sub-Consultant</u>	<u>License No.:</u>	<u>Contract Amount</u>	<u>Percentage (%) of Contract</u>

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Title/Company \_\_\_\_\_

Owner reserves the right to reject any sub-consultant who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-consultant in order to make a determination as to the foregoing.

**REFERENCES FOR \_\_\_\_\_**  
**(NAME OF FIRM)**

1. Reference/Contact Name:

Professional Services Performed:

Phone:

Fax:

E-Mail:

2. Reference/Contact Name:

Professional Services Performed:

Phone:

Fax:

E-Mail:

3. Reference/Contact Name:

Professional Services Performed:

Phone:

Fax:

E-Mail:

**EXHIBIT A – POTENTIAL FUTURE CAPITAL IMPROVEMENT PROJECTS (SUBJECT TO  
ADDITION AND CHANGE IN PROJECT SCOPE)**

- Water Treatment Plant Improvements
- Wastewater Pump Station and Distribution System Improvements
- Sanitary Sewer Rehabilitation
- Bridge Rehabilitation
- Town Signage Replacement
- Walk Path Replacement
- Town-Owned Roadway Repairs and Improvements
- Town-Owned Building Repairs and Improvements
- Marine Dock Installation

**DRAFT AGREEMENT FOR CONTINUING PROFESSIONAL CONSULTING SERVICES (CCNA)**

THIS CONTRACT (“Contract”) is entered into by and between the Town of Highland Beach, Florida, a municipal corporation (“Town”) and \_\_\_\_\_ (“FIRM”) on X day of \_\_\_\_\_, 2024.

**RECITALS**

**WHEREAS**, the Town issued an RFQ for CONTINUING PROFESSIONAL CONSULTING SERVICES and has selected FIRM to perform the services; and,

**WHEREAS**, FIRM has agreed to the terms and conditions of the Contract; and,

**WHEREAS**, the Town Commission has determined that it is in the best interests of Town to enter into this Contract with FIRM.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the FIRM agree as follows:

**SECTION 1: INCORPORATION OF RECITALS**. The foregoing Recitals are incorporated into this Contract as true and correct statements.

**SECTION 2: FIRM’S SERVICES**. The FIRM shall provide the services specifically set forth in the FIRM’S qualification statement, which is attached hereto as **EXHIBIT “A.”** Both the RFQ issued by the Town and the qualification statement are incorporated herein by reference.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP**. No relationship of employer or employee is created by this Contract, it being understood that FIRM will act hereunder as an independent contractor and none of the FIRM’s, officers, directors, employees, independent contractors, representatives, or agents performing services for FIRM pursuant to this Contract shall have any claim under this Contract or otherwise against the Town for compensation of any kind under this Contract. The relationship between the Town and FIRM is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM AND TERMINATION**.

a. **Term**. The term of this Contract is for five (5) years. The parties may agree in writing to renew this Contract for an additional three (3) one-year periods.

b. **Termination without cause**. In addition to other rights the Town may have at law and pursuant to the Contract Documents with respect to cancellation and termination of the Contract, the Town may, in its sole discretion, terminate for the Town's convenience the performance of any services under this Contract or the RFQ, in whole or in part, at any time upon written notice to the Firm. The Town shall effectuate such Termination for Convenience by delivering to the Firm a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective

date specified therein without any further written notices from the Town required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the Town with or without cause.

Upon receipt of such Notice of Termination for Convenience from the Town, and except as otherwise directed by the Town, the Firm shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

Stop the Work specified as terminated in the Notice of Termination for Convenience;

Immediately deliver to the Town all records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all equipment or materials already installed or purchased.

Upon issuance of such Notice of Termination for Convenience, the Firm shall only be entitled to payment for that work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the any work satisfactorily performed shall be determined by the Town in good faith, in accordance with the percent completion of the audit.

c. Termination for cause. Either party may terminate this Contract at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Contract. The party electing to terminate this Contract shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If the breach is for non-payment, the breaching party shall have five (5) days from the date of the notice to remedy the breach for non-payment. If such corrective action is not taken within the required time, then this Contract shall terminate at the end of the required time without further notice or demand.

d. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Auditor of such occurrence and either the Town or Auditor may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Auditor shall be paid for services rendered through and including the date of termination.

**SECTION 5: COMPENSATION.**

a. Payments. The Town agrees to compensate the FIRM for the services performed in accordance with and not to exceed the hourly rate set forth in **Exhibit “A”** and the budget for each task order. The Town shall not reimburse the FIRM for any additional costs incurred as a direct or indirect result of the FIRM providing service to the Town under this Contract and not set forth in **Exhibit “A.”**

b. The Town agrees that it will use its best effort to pay the FIRM within thirty (30) calendar days from presentation of the FIRM’S itemized report and invoice and approval of the Town’s representative. The FIRM shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

**SECTION 6: INDEMNIFICATION.**

a. The FIRM, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the FIRM and other persons employed or utilized by the FIRM in the performance of the services under this Agreement, Including subconsultants. The Town agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the FIRM, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE.** Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Contract.

**SECTION 8: PERSONNEL.** The FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: FEDERAL AND STATE TAX.** The Town is exempt from payment of Florida State Sales and Use Tax. The FIRM is not authorized to use the Town’s Tax Exemption Number.

**SECTION 10: INSURANCE.** Prior to commencing any services, the FIRM shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by



the Town and the Auditor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence \$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker’s Compensation Including employer’s liability insurance	\$ statutory limits \$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Failure to comply with the foregoing requirements shall not relieve FIRM of its liability and obligations under this Contract.

**SECTION 11: SUCCESSORS AND ASSIGNS.** The Town and the FIRM each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

**SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Contract or its breach shall be submitted first to mediation. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County. Contracts reached in mediation shall be enforceable as settlement Contracts in any court having jurisdiction thereof. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy

shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 13: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

**SECTION 14: NONDISCRIMINATION.** The FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 15: AUTHORITY TO PRACTICE.** The FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

**SECTION 16: SEVERABILITY.** If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 17: PUBLIC ENTITY CRIMES.** FIRM acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The FIRM will advise the Town immediately if it becomes aware of any violation of this statute.

**SECTION 18: NOTICE.** All notices required in this Contract shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach  
Attn: Town Manager  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

and if sent to the FIRM, shall be sent to:

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The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 19: ENTIRETY OF CONTRACT.** The Town and the FIRM agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 20: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 21: PREPARATION.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**SECTION 22: MATERIALITY.** All provisions of the Contract shall be deemed material.

**SECTION 23: LEGAL EFFECT.** This Contract shall not become binding and effective until approved by the Town.

**SECTION 24: SURVIVABILITY.** Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**SECTION 25: COUNTERPARTS.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

**SECTION 26: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 27: PUBLIC RECORDS.** FIRM shall comply with Florida’s Public Records Laws, and, if it is acting on behalf of the Town as provided under section 119.011(2), specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from public agencies 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 at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town.
- d. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Owner upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. **IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH, ATTN: LANELDA GASKINS, AT (561) 278-4548, LGASKINS@HIGHLANDBEACH.US, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

Failure of FIRM to comply with the requirements of this section shall be a material breach of the Contract Documents. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

**SECTION 28: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS.** This Contract consists of the RFQ, this Contract and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. Any conflicts among the documents shall be resolved in the following order: this Contract, Exhibit “A,” and the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 29: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, the FIRM shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees;
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subconsultant affidavits for the duration of this Agreement;
- d. Comply fully, and ensure all of its subconsultants comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the FIRM may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

**REMAINDER OF THIS PAGE LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Continuing Professional Consulting Services as of the day and year set forth below by the Town.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

Print name and position: \_\_\_\_\_

TOWN OF HIGHLAND BEACH:

Attest:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lanelda Gaskins, CMC  
Town Clerk

By: \_\_\_\_\_  
Natasha Moore  
Mayor

Approved as to Form and  
Legal Sufficiency:

By: \_\_\_\_\_  
Glen J. Torcivia,  
Town Attorney